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Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

ORIGINAL

Re: Michael J. Shelton- Complainant  
James F. Merritt Complainant  
Jan Schneider- Respondent  
MUR # 5350 & MUR # 5354

Dear Mr. Jordan:

Enclosed is an original and three copies of the response to the two above complaints.

Very truly yours,

  
Robert A. Burka

Enclosure

cc: Ms. Alva E. Smith

FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

2003 APR 14 P 5:04

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WASHINGTON, D.C.  
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002.1000081.1

UNITED STATES OF AMERICA  
BEFORE FEDERAL ELECTION COMMISSION

Michael J. Shelton )  
 )  
 v. ) MUR #5350  
 )

Jan Schneider, Candidate )  
Schneider for Congress )

James F. Merritt )  
 )  
 v. ) MUR #5354  
 )

Jan Schneider, Candidate )  
Schneider for Congress )

**ORIGINAL**

**ANSWERS TO MUR #5350 & #5354**

Pursuant to the Federal Election Campaign Act of 1971, as amended ("FECA"), 2 U.S.C. §§ 431, 437g(a)(1), Jan Schneider, a candidate for the United States House of Representatives from the Florida 13<sup>th</sup> Congressional District in 2002, and Schneider for Congress, her principal campaign committee (ID - C00374751) ("committee" or "campaign"), hereby respond to MUR #5350 and #5354. For brevity, both entities are collectively referred to as "Ms. Schneider" below.

While the information provided below and in referenced exhibits should suffice to permit the Federal Election Commission to dismiss these complaints, please note that the principal complainant (Michael Shelton in MUR #5350) has withheld committee financial documents and other data related to the claims he has made. Ms. Schneider requests that Mr. Shelton be ordered by the FEC to turn over the materials-- whether in electronic, written or any other form-- forthwith, after which Ms. Schneider should have an opportunity to supplement this pleading, as appropriate.

## INTRODUCTION AND BACKGROUND

MUR # 5350 is supported by an affidavit by Michael J. Shelton. He was a volunteer with the Schneider Campaign, and in that capacity, he served as Finance Chair and prepared Schneider for Congress electronic disclosure report filings with the Federal Election Commission. MUR #5354 is supported by an affidavit from James F. Merritt. This second affidavit, as will be demonstrated below, appears also to have been generated by Mr. Shelton, and it too lacks merit. The allegations by Mr. Shelton are defective and disingenuous for several basic reasons, including:

- First, all or nearly all of the complaints by Mr. Shelton pertain either to electronic filings with the Federal Election Commission that he himself prepared, or to problems with FEC filings caused by his refusal to turn over to Schneider for Congress its own records, financial and otherwise. As a campaign volunteer from approximately June 2002, Mr. Shelton undertook responsibility for preparing Schneider for Congress electronic filings from the July quarterly report for 2002 through all subsequent filings until November 1, 2002. He maintained the data and reports on his home computer and may have deleted all supporting data from campaign computers. After Mr. Shelton was fired on November 1, the candidate, the Treasurer, and campaign counsel have made repeated written and oral demands for return of, or at least copies of, Schneider campaign electronic filings and other records. Mr. Shelton has, however, refused to comply, continuing to hold the FEC reports and other campaign records hostage to his wrongful demands for payment, in violation of the FECA. See 2 U.S.C.; §§ 432(a), (c), (d), (f), (h) & (i), 433(b)(4); 434(a)(1) & (11); *see also* 11 C.F.R. §§102.2(a)(1)(iv), 102.9, 104.1(a), 104.14(b)(2)-(3). Nonetheless, the campaign committee has worked diligently with the FEC's analyst division to file amended reports with the FEC accurately to report the committee's activity;
- Second, Mr. Shelton, as former volunteer Finance Chair of the Schneider campaign, is well aware that, contrary to his affidavit, Jan Schneider at no time served as "Treasurer" of Schneider for Congress (or any other campaign committee). Carroll F. Johnson was the duly designated Treasurer, and Harold B. Schneider was the designated Assistant

Treasurer (and has subsequently taken over as Treasurer)<sup>1</sup> See 2 U.S.C. § 432(a), 433(b)(4); *see also* 11 C.F.R. § 102.2(a)(4); and

- Third and most importantly, the so-called complaints are also devoid of merit for, *inter alia*, the reasons set forth below.

Despite repeated oral and written demand for Mr. Shelton to return critical records he either took from the campaign or maintained on behalf of the campaign at home, Mr. Shelton has failed and refused to turn them over in violation of the FECA. See 2 U.S.C.; §§ 432(a), (c), (d), (f), (h) & (i), 433(b)(4), 434(a)(1) & (11); *see also* 11 C.F.R. §§ 102.2(a)(1)(iv), 102.9, 104.1(a), 104.14(b)(2)-(3). The records are critical for correct electronic cumulation in subsequent FEC reports.<sup>2</sup> Moreover, although he prepared the Schneider for Congress FEC filings as a volunteer, Mr. Shelton now seeks \$6,000.00 -- claimed to be "for the time it took him to complete them, some 24 hours at his customary billable rate of \$250 per hour" -- as a price for returning them to the committee.<sup>3</sup> This not only violates the FECA, *see id.* but also contravenes several Bar rules and regulations.

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<sup>1</sup> See Declaration of Carroll F. Johnson, Treasurer, Schneider for Congress, Mar. 19, 2004, attached hereto as Exhibit A. See also Declaration of Harold B. Schneider, Assistant Treasurer, Schneider for Congress, Apr. 8, 2003, Exhibit B. Where a copy of an affidavit or declaration is attached hereto, the original has been sent to the FEC by the maker.

<sup>2</sup> For example, it is not possible to download unitemized receipts and certain other data used in compiling committee reports from the FEC website. Without this information, (a) the FEC software cannot automatically cumulate contributions when receipts from any individual total \$200, and (b) at least in the case of Schneider for Congress, the software does not compute proper totals on summary pages of the FEC reports. Ms. Schneider brought these problems to the attention of the FEC in the course of preparing the first Schneider for Congress filing following those prepared by Mr. Shelton. As FEC telephone and other logs beginning in late November 2002 should confirm, Ms. Schneider had numerous conversations and written or email exchanges with the FEC, all of whom were extremely helpful. Nevertheless, the reporting difficulties were not resolved until a suggestion during the last week of February fixed the problem of the summary pages.

<sup>3</sup> See letter from Dennis Plews, Esq., counsel for Mr. Shelton, to Susan Chapman, Esq., campaign counsel, Feb. 20, 2003, email from Mr. Plews to Robert A. Burka, counsel for Respondents, April 10, 2003, and reply thereto, April 10, 2003 together, Exhibit C. As regards the claim of a "customary billable rate, while Mr. Shelton may be a member of the Bar in Maryland, he is not admitted in Florida. Even were he able to practice in Florida, an attorney cannot lawfully or ethically donate services and then subsequently demand legal fees therefor. Also, there was no written fee agreement or other requisites for establishment of an attorney-client relationship.

Moreover, Mr. Shelton made misrepresentations and undertook multiple unauthorized campaign expenditures in violation of the FECA, the express instructions of the candidate and the campaign's procedures. For example, Ms. Schneider repeatedly ordered that the Schneider campaign not engage in anti-personal "attack" advertising against her opponent. Notwithstanding this policy, Mr. Shelton substituted his own wishes in contravention of the express policies of the candidate. He even caused an attack ad to be produced and communicated on multiple broadcasting stations without the knowledge of the candidate, which ad bore the false endorsement that it was "Approved by Jan Schneider (D)," in violation of the FECA. *See* 2 U.S.C. § 441d; *see also* 11 C.F.R. §110.11. Mr. Shelton also made, enabled and/or conspired or colluded in other unauthorized expenditures, including production and distribution to voters of a longer version videotape containing the footage from the attack ad prohibited by the candidate; production and mailing to voters of a large postcard dealing with Social Security issues and misrepresenting the positions of the candidate;<sup>4</sup> and production and substitution in the Bradenton Herald of a deceptive and misleading ad for one approved by the candidate. In each case, the material in question was falsely labelled "Approved by Jan Schneider (D)."<sup>5</sup> All this was perpetrated within the final few days of the general election campaign, when Mr. Shelton apparently calculated it would be too late for the candidate to do anything about his illegal and improper behavior.

Further, in order to prevent Ms. Schneider from learning of these unauthorized statements and expenditures, Mr. Shelton engaged in other deceptive acts in violation of the FECA. For example, Mr. Shelton knowingly violated campaign procedures and the FECA on several occasions by paying for such clandestine activities by his own personal checks or credit

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<sup>4</sup> A copy of the Social Security mailer appears as Exhibit D. Ms. Schneider did not learn of this piece until election night, when she returned to her home to find that a voter had returned a copy of the mail piece with the admonishment "Don't send this type of garbage to the Lancaster Household!" *See* Ex. D.

<sup>5</sup> Copies of the unauthorized ads in the Bradenton Herald on November 3 and 4, 2002, along with related materials, appear as Exhibit E. Mr. Shelton himself arranged for and obtained a campaign check to pay the \$4,113.75 for the forged ad in the Bradenton Herald. The Bradenton Herald invoice is marked "Attn. Michael Shelton," and the campaign copy contains an annotation authorizing payment in Mr. Shelton's own handwriting, "OK - MS." *See* Ex. E. Thus, even if Mr. Shelton did not physically accomplish the substitution himself, he has to have enabled it and provided the information necessary to effect it.

cards instead of seeking checks from the committee's Treasurer or Assistant Treasurer, at least one of whom was always available on short notice.<sup>6</sup> See 2 U.S.C. §§ 432(a), (c) & (h) 434(c); see also 11 C.F.R. §§ 102.7, 102.9-102.10, 109; and

Lastly, having undermined the Schneider campaign, Mr. Shelton has been misusing federal, state and other judicial and/or administrative bodies to conduct a systematic campaign of harassment against Ms. Schneider, as is set forth in the accompanying FECA complaint filed today against Mr. Shelton.<sup>7</sup>

Mr. Shelton is a disgruntled former campaign operative (albeit volunteer), with a wildly exaggerated view of his own competence and importance. With particular regard to the meeting referenced at the outset of the Shelton Affidavit (p.1), as Schneider Campaign Manager Marilyn Harwell confirms, the only latitude conferred on Mr. Shelton related to his apportioning scarce advertising funds (then projected to be about \$40,000) among various media. As Ms. Harwell has stated: "The only thing on the table was the choice of media; not the message. We already knew those guidelines: *i.e.*, no negative advertising."<sup>8</sup>

The "bottom line" is that Mr. Shelton is himself responsible for most or all of the problems of which he now purports to complain. Worse, even after filing his FEC complaints, Mr. Shelton persists in holding hostage campaign records to the correction errors in FEC reports he prepared and to the remedy of resulting anomalies in subsequent electronic filings. In these circumstances, the Treasurer, the Assistant Treasurer, as well as the candidate and the campaign committee, have not only used their "best efforts," but made valiant efforts to submit the information required by the FECA. Accordingly, even should some defects be found -- and it appears that all of the flaws introduced by Mr. Shelton have, with extensive and persistent

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<sup>6</sup> See Johnson & H. Schneider Decs., Exs. A & B, *supra* note 1.

<sup>7</sup> Ms. Schneider is filing a complaint with the Federal Election Commission in connection with Mr. Shelton's violations of the FECA. Some of the substance and text of this response is, of necessity, repeated there.

<sup>8</sup> See Statement of Marilyn Harwell, Campaign Manager, Schneider for Congress, Mar. 21, 2003, Exhibit F. Nor, contrary to the Shelton Aff, (at 1), does Ms. Harwell recall any (non-existent) commitment by Ms. Schneider to lend the campaign an additional \$10,000 beyond the more than \$80,000 of previous loans. See Ex. F.

cooperation from FEC personnel, now been corrected -- Schneider for Congress should be considered in full compliance. See 2 U.S.C. § 432 (c) & (i); see also 11 C.F.R. §§ 102.9(d), 104.7.

## RESPONSES TO SPECIFIC ALLEGATIONS

None of the allegations in MUR #5350 or #5354 shows any violation of the FECA. For the FEC's convenience, the referenced exhibits are contained in the accompanied notebook.

### A. MUR # 5350: FALSE ALLEGATIONS OF "DISCREPANCIES"

With respect to MUR #5350, this response will deal with the allegations in the Shelton Affidavit seriatim.

1. *The reports as filed fail to list an outstanding debt due Jason McIntosh. . . . According to Mr. McIntosh, he is owed approximately \$5,000.00 for expenses incurred during his work for the campaign. Ms. Schneider's refusal to reimburse Mr. McIntosh for legitimate expenses may amount to her accepting an illegal campaign contribution from Mr. McIntosh well in excess of the legal limits.*

**No Debt to Jason McIntosh.** Jason McIntosh was hired, primarily to assist Mr. Shelton, for approximately the last two weeks of the campaign. His payment, in accordance with his contract, is listed in the 30-day post-general report of Schneider for Congress.

The allegation by Mr. Shelton that Mr. McIntosh is owed \$5,000.00 is unsubstantiated; and, moreover, Mr. McIntosh was not authorized to incur any expenses on behalf of the committee. Further, Mr. McIntosh has not notified the committee of any expense or requested any reimbursement.

The allegation must refer, if anything, to expenses wrongfully incurred in colluding in production and dissemination of unauthorized ads and other statements. Indeed, as a result of such conspiratorial behavior, Messrs. Shelton and/or McIntosh caused the campaign to have to pay large sums based on "apparent authority" (which expenditures may be sought back

from the perpetrators).<sup>9</sup> Such actions were by no means "contributions" to Schneider for Congress -- quite the contrary, they were highly destructive thereof. If anything, being entirely unauthorized, if Mr. McIntosh notified the committee of such requested reimbursements those items would be reported as "disputed debts." See 11 C.F.R. §104.11.

2. *The reports as filed fail to list an outstanding debt due Janet Hall. . . . According to Ms. Hall and her attorney, she is owed approximately \$15,000.00 for expenses incurred for legitimate services rendered pursuant to a written contract executed by Ms. Schneider. Ms. Schneider still refuses to pay Ms. Hall and it would appear that her indebtedness should be listed on her campaign reports.*

**Termination or Non-Performance of Janet Hall Contract.** Janet Hall was a consultant to Schneider for Congress. Pursuant to agreement, she was paid considerable sums for services that did not for whatever reason prove effective, and the payments were duly reflected in Schneider for Congress FEC filings.<sup>10</sup> The contract required written notice of termination, which Mr. Shelton undertook to provide in or about late June 2002 -- and which he apparently failed to send (although Ms. Schneider did notify Ms. Hall by telephone and in person of the termination). The contract also, however, required performance of services as a condition of payment. No services are known or thought to have been performed that have not been paid for, with the result that it is the position of the committee that nothing further is due to Ms. Hall.

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<sup>9</sup> In participating in the unauthorized attack ad and video, the Social Security mailer and the Bradenton Herald substitution, among other prohibited endeavors, Mr. McIntosh improperly ran up bills without any actual authority. The contracts were signed by Mr. McIntosh, in the name of Schneider for Congress (for which he had no authority to act), in his own name or in that of Quantum Strategies (an entity unknown to Ms. Schneider but with which Mr. McIntosh is apparently affiliated). This behavior resulted in large, unanticipated obligations claimed to be attributable to Schneider for Congress. For example, the committee received a bill from Alsip Gilling, Inc. for \$3,074.00 for production of the unauthorized videos, pursuant to a contract entered into by and in the name of Jason McIntosh; another bill from Irving Productions Inc. for \$480.00 for the "K. Harris Video," for services contracted for in the names of Mr. McIntosh and Quantum; and a third bill from Salon Media Group for services to Quantum contracted for by Mr. McIntosh in the amount of \$1,000. Copies of those bills are found in Exhibit G. Expenses arguably legitimate have been paid and/or settled, including a bill from Xpedite for \$17,410.52 for services contracted by Mr. McIntosh in the name of Quantum (as listed in the Schneider for Congress April 2003 quarterly report).

<sup>10</sup> See Letter Agreement, dated April 17, 2002, Exhibit H. Schneider for Congress. Electronic filings show \$12,000.00 paid pursuant to this contract. See also letter from Susan Chapman to Jan Schneider, Apr. 8, 2003, included in Ex. H.



Nevertheless, counsel for Schneider for Congress, Susan Chapman, contacted Robert B. Sonenthal, counsel for Ms. Hall, on December 27, 2002, once more asking for some indication of what if any services Ms. Hall claims to have performed for which she seeks payment. Although he promised to provide such an accounting, Mr. Sonenthal has had no further communications with Ms. Chapman.<sup>11</sup>

3. *The report lists approximately 13 contributors who gave donations of \$2,000.00 in a single contribution, of which all but one were received prior to the primary election. Pursuant to instructions from Ms. Schneider, the preparers of the reports, to include myself, were told to list the contributions as two (2) separate \$1,000.00 contributions (\$1,000.00 for the primary and \$1,000.00 for the general). . . .*

**Contributions to Primary and General Duly Segregated.** Next, Mr. Shelton complains about "approximately 13" (actually 12) individuals who made contributions of \$2,000, \$1,000 for the primary and \$1,000 for the general election. As the FEC is well aware, and indeed advised both Ms. Schneider and Mr. Johnson when each called separately to verify their interpretation of the law, \$2,000 may be accepted during the primary period -- provided that the contributions of \$1,000 are properly attributed to the two separate elections and all contributions for the general election are segregated and returned if the candidate is unsuccessful in the primary. *See* 2 U.S.C. §§ 431(1)(A), 441a(a)(1) & (6); *see also* 11 C.F.R. §§ 102.9(e), 110.1(b)(2). The contributions of the \$2,000 donors were designated for two different elections and so allocated in Schneider for Congress FEC reports, and the \$11,000 of general election contributions received prior to September 10, 2002 was duly segregated until after the primary.<sup>12</sup>

Mr. Shelton himself retrieved checks and contribution forms from the campaign mailbox, was responsible for copying and maintaining the documentation, and in at least in two cases, personally received the checks and forms from the individuals named in his affidavit.<sup>13</sup> But in any event, declarations or other statements have been submitted to the FEC with respect to

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<sup>11</sup> See Chapman let., in Ex. H, *supra* note 10.

<sup>12</sup> See Johnson Dec., Ex. A, *supra* note 1.

<sup>13</sup> See Johnson Dec., Ex. A, *supra* note 1. See also Statement of Lynn Schneider Kalish and Joseph H. Kalish, Mar. 25, 2004, Exhibit I.

nine of the twelve contributors are submitted herewith, and the campaign forms are provided for two of the three remaining donors.<sup>14</sup> The last individual is Barbara Pearl, who contributed \$2,000 via the Move-On website, after the primary election but at a time when there was over \$85,000.00 of outstanding primary debt. *See* 11 C.F.R. § 110.1(b)(3).<sup>15</sup>

4. *Ms. Schneider also received several large donations from members of her family which Ms. Schneider had lead me to believe were actually funds which were provided by her father, Harold Schneider, to the family members in order to circumvent campaign contribution limits.*

**Family Contributions Voluntary and from Personal Funds.** As to the statement by Mr. Shelton that Ms. Schneider “led me to believe” that contributions by “members of her family” were actually provided by her father, that allegation is baseless and defamatory. As has been affirmed, all members of the immediate family of the candidate gave voluntarily from their own personal funds.<sup>16</sup> In addition, Harold Schneider has declared that he did not give any relative one cent more (or less) than he has regularly done, with “no strings attached,” (and as his late wife also regularly did on an annual basis).<sup>17</sup> *See* 2 U.S.C. § 441f, 441a(f); *see also* 11 C.F.R. § 110.4(b)(iii) & (iv).

5. *During the couple of weeks prior to election day, Ms. Schneider received close to \$100,000.00 in credit card donations. A review of the reports filed fail to reflect the credit card processing fees which were charged to the campaign for each credit card donation processed. I would believe that the cost of such processing should be listed as*

<sup>14</sup> *See* Declarations of Shahla Arbabi, Apr. 8, 2003; Elahé Mir-Djalai, Apr. 14, 2003; Seth Schneider, Mar. 21, 2003 (with respect to his own contributions and those of his then-minor children, Katherine and Samuel Schneider); Jane Trainor, Mar. 21, 2003; Joshua Trainor, Mar. 21, 2003. *See also* Campaign contribution forms of Pierre Omidyar (not “Amador” as identified in the Shelton Aff), June 30, 2002; Pamela Kerr Omidyar, June 29, 2002. The foregoing documents appear together as Exhibit J. *See also* H. Schneider Dec., Ex. B, *supra* note 1; Kalish Statements, Ex. I, *supra* note 13.

<sup>15</sup> The candidate is not acquainted with Ms. Pearl. An effort will, however, be made to obtain a statement from her, if deemed necessary or desirable.

<sup>16</sup> *See* Kalish Statement, S. Schneider & Trainor Decs, Exs. I & J, *supra* notes 13 & 14.

<sup>17</sup> *See* H. Schneider Dec., Ex. B, *supra* note 1.

*an expense to the campaign. Ms. Schneider had two credit card processing companies, both of which would have charged her account fees for their services.*

**Credit Card Processing Fees Itemized** The 30-day post-general report has been amended to reflect deductions from the Schneider for Congress bank account payable to an entity called Merchant Bankcard. Due to late receipt of the November statement from SunTrust Bank this information was not known at the time the report was originally filed.<sup>18</sup> This presumably takes care of paragraph 5 of the Shelton Affidavit.

6. *Ms. Schneider's post-general and year-end reports do not list the approximately \$80,000.00 she has loaned her campaign, nor do they indicate any repayment of the same.*

**Loans Included.** As Mr. Shelton is undoubtedly well aware, the FEC pointed out the inadvertent omission of the loan information in the pre- and post-general report. In earlier reports, the loan was listed. As can be verified on the FEC website, Schneider for Congress duly filed amendments in response to the FEC requests to correct this error.<sup>19</sup>

7. *Ms. Schneider has failed to list Swain Film & Video as a creditor. . . .*

**Swain Film & Video Paid.** As discussed earlier, Mr. Shelton deliberately violated the express directives of the candidate, among other ways by employing Tony Swain and his company to film a negative "attack ad." This expense was for an activity destructive of the campaign and was by no means a legitimate Schneider for Congress expense; and worse, the resulting video was falsely labeled and distributed as approved by the candidate. Because of the

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<sup>18</sup> See SunTrust statement, Dec. 11, 2002, Ex. K. Although the Merchant Bankcard debits were dated Nov. 14, they did not appear on a statement until nearly a month later, which statement was received late.

<sup>19</sup> In this regard, it seems likely that Mr. Shelton consulted the correspondence from the FEC to Schneider for Congress on the FEC website and then adopted the FEC requests as his own "complaints." In any event, the committee apologizes for the mistake and points out that the loan information did appear in prior reports and has been "cloned" to subsequent reports; the error has been corrected.

legal doctrine of "apparent authority," however, Schneider for Congress paid Mr. Swain and obtained a release (prior to receipt of the Shelton Complaint).<sup>20</sup> This expense was reported in the April 2003 committee report to the FEC. Further, it is now claimed against Mr. Shelton.

8. *Ms. Schneider has failed to list as a debt payments due the United States Government for employer FICA and Medicare contributions due on behalf of her employee, Misty Smeltzer. . . . Ms. Smeltzer has filed complaints with the I.R.S. as well as the State of Florida Department of Revenue.*

**No Debt to or on Behalf of Misty Smeltzer.** Mr. Shelton asserts that Misty Smeltzer has filed complaints with the Internal Revenue Service and the Florida Department of Revenue, alleging that Schneider for Congress improperly failed to withhold from payments to her and to make employer contributions on her behalf. The committee has received no notification from either government body and would, in any event, refute the accusation. Accordingly, the committee does not believe there is any reporting obligation for an unknown and non-existent debt.

9. *Despite the fact that her campaign account was bankrupt and many creditors had not been paid, it appears that Ms. Schneider purchased and paid for a large screen television . . . from campaign funds. . . .*

**Television for Election Night Tracking.** With regard to the allegation about the television, Schneider for Congress is not bankrupt.

The campaign scheduled its election night party at the Sarasota Classic Car Museum. In order to track election night results, after investigating alternatives,<sup>21</sup> the committee elected to purchase a television with a direct tv satellite antenna since the museum was not wired for cable. The television is being held, along with other campaign equipment, pending decision on a new campaign or for proper and legal disposition.

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<sup>20</sup> See letter from Richard A. Ulrich, counsel for Hack Swain Productions, Inc., to Susan Chapman, Schneider campaign counsel, Mar. 7, 2003, Exhibit L.

<sup>21</sup> See Declaration of Virginia Hoffman, Apr. 9, 2003, Exhibit M.

10. *Ms. Schneider fails to mention in her reports the \$8,032.09 she owes Michael Shelton. On October 30, 2002, Mr. Shelton advanced the sum of \$8,032.09 to cover the cost of a political mailing which was scheduled to be mailed on Thursday, October 31, 2002. The advance was necessary due to the incapacity of the treasurer who was recovering from surgery as well the late date in the campaign. . . .*

**Claimed Shelton Debt for Prohibited Activity.** The \$8,032.09 claimed by Mr. Shelton has been reported to the FEC as a "disputed" debt in the Schneider for Congress 30-day post-general report, along with a memorandum explaining that the committee disputes this claim in full. The amount represents an unauthorized expenditure by Mr. Shelton, paid by his credit card or personal check, for printing of the Social Security mailer undermining the positions of the candidate and falsely touting her approval.<sup>22</sup> With respect to Mr. Shelton's suggestion that he paid for this mailer himself so that it could be sent out immediately instead of properly seeking a campaign check,<sup>23</sup> the campaign Treasurer, Mr. Johnson was incapacitated for one day, during which time an alternative procedure was available -- but that would have required obtaining a check from the Assistant Treasurer, the candidate's father, who would have alerted her to this clandestine attempt to undermine her positions.<sup>24</sup>

<sup>22</sup> For discussion, see letter from Jan Schneider to Michael J. Shelton, Nov. 11, 2002; letter from Mr. Shelton to Ms. Schneider, Nov. 19, 2002, Exhibit N.

<sup>23</sup> It now appears that Mr. Shelton made a regular practice of paying thousands of dollars of campaign debts personally and seeking reimbursement. In light of Mr. Shelton's current intransigence concerning campaign records, this has created FEC reporting problems. Mr. Shelton prepared FEC reports reflecting disbursements to himself and others without including the requisite memoranda indicating original vendors. In response to FEC requests for amendments, the candidate and Treasurer have been able to supply the missing information for other recipients of reimbursements; they have, however, been unable to do so with regard to some reimbursements to Mr. Shelton, who was far and away the largest recipient of such payments. This problem is duly memorialized in the amended FEC reports.

<sup>24</sup> See Johnson & H. Schneider Decs., Exs. A & B, *supra* note 1. Indeed, Mr. Johnson wrote several Schneider for Congress checks the very next day, including nos. 261-265, all dated Nov. 1, 2002.

11. *It appears that Ms. Schneider continued to spend money for unbudgeted campaign items after November 1, 2002 in which there were not sufficient campaign funds available to pay for the already incurred debts. These expenses were not budgeted, nor approved by Mr. Shelton prior to his leaving the campaign on November 1, 2002.*

**Other Expenditures, Including Unauthorized Commitments, Paid.** Schneider for Congress has at all times been solvent and paid its debts. Indeed, the committee has also disbursed amounts for the unauthorized commitments by Mr. Shelton and others.

Further, we also note that applicable federal election laws do not prohibit disbursements where the debts of the committee exceed the committee's cash on hand, particularly where, as here, the debt is all in the form of personal funds of the candidate.

With respect to the specific items identified by Mr. Shelton in paragraph 11 of his affidavit, it is incorrect for him to state that none of these expenses were budgeted or approved by Mr. Shelton.<sup>25</sup> In fact, Mr. Shelton himself was responsible for most of them -- in some instances contrary to the express directives of the candidate:

(a) Mr. Shelton arranged for and obtained a campaign check to pay the \$4,113.75 for the forged ad in the Bradenton Herald. The newspaper's invoice is marked "Attn. Michael Shelton," and the campaign copy contains an annotation authorizing payment in Mr. Shelton's own handwriting, "OK — MS";<sup>26</sup>

(b) The payment by wire transfer of \$12,000 to JL Media, Inc. is still being investigated, and Ms. Schneider may be adding complaints in this regard. For present purposes, however, it should suffice that this disbursement, apparently for some kind of advertising, was duly included in the 30-day post-general report.

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<sup>25</sup> Furthermore, Mr. Shelton was not given authority or the responsibility to control the expenditures of the committee. This allegation is an example of Mr. Shelton's belief that his authority outweighed that of the candidate.

<sup>26</sup> See Bradenton Herald advertising invoice, in Ex. E *supra* note 5.

(c) The Page Mailing Services, Inc. invoice for \$4,778.00, believed to be for processing and mailing of the unauthorized Social Security mailer, also bears Mr. Shelton's own handwritten annotation "OK - MS";<sup>27</sup>

(d) With respect to Target Graphics, Mr. Shelton appears to have transposed digits, since the only payment on November 1, 2002 was for \$1,209.10 not \$2,019.20. It too was authorized by Mr. Shelton, with his same handwritten "OK - MS." Ms. Schneider would like to know what this was for, and in particular, whether it covered any activities vetoed by the candidate. No contract, invoice or other indication of this debt can be found -- except for a short, typed note by Mr. Shelton stating in full: "Target Graphics - Printing - \$1,209.10" with the aforesaid "OK - MS" handwritten annotation added.<sup>28</sup>

(e) As already indicated, the Xpedite expense, although for "robocalls" for the campaign, was incurred in the name of Quantum Strategies. There was no contract directly with the campaign and no authorization in accordance with established Schneider for Congress procedures.<sup>29</sup>

The apparent conviction by Mr. Shelton that his authority outweighed that of the candidate -- even after he was dismissed from the campaign -- is surprising. It highlights his misunderstanding and flouting of the FECA and its regulations. See 2 U.S.C. § 441h. What is of most immediate relevance, however, is that each of the vendors mentioned by Mr. Shelton was paid and the disbursements duly reported in Schneider for Congress FEC filings (the first four in the 30-day post-general and the last in the April 2003 quarterly report).

12. *Upon information and belief, Ms. Schneider has failed to list a debt of approximately \$2,500.00 due and payable to Election Mouse, the web site hosting company for the campaign. Upon his leaving the campaign on November 1, 2002 and after a payment of \$2,500.00 on October 28, 2002, Election Mouse was still owed approximately \$2,500.00.*

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<sup>27</sup> See Page Mailing Services, Inc. Invoice, November 1, 2002, Exhibit O.

<sup>28</sup> See Mr. Shelton's undated, typed note marked "OK - MS." with respect to Schneider for Congress check #264, Exhibit P.

<sup>29</sup> See note 9 *supra*.

**Election Mouse Paid.** Ms. Schneider and the Schneider for Congress Treasurer were unaware of any outstanding balance due to Election Mouse. When Brian Reich communicated with Ms. Schneider in this regard, Election Mouse was paid \$2,900 on January 27, 2003, as was itemized in the amended 30-day post-general report by the committee.

13. *It appears that numerous reimbursements to campaign staff were not properly reported, in that the reimbursements, due to the amounts paid to each individual, were not itemized as required by FEC regulations.*

**Reimbursement Memos Supplied.** Prior to his dismissal from the campaign on November 1, 2002, Mr. Shelton undertook to prepare Schneider for Congress FEC reports. It is true that, in reports he prepared, disbursements to campaign workers were improperly recorded, in that requisite memoranda showing original vendors were omitted. Upon being notified by the FEC of the problem, the committee rectified it almost totally. The few remaining unidentified disbursements pertain to reimbursements to Mr. Shelton himself, for which further documentation is required -- and as to which, despite repeated demands, he has failed and refused to cooperate (and may even have destroyed records).<sup>30</sup> See 2 U.S.C. § 432 (c) & (i); see also 11 C.F.R. §§ 102.9(d), 104.7.

14. *Ms. Schneider has listed "10,000.00 miscellaneous debts (not yet billed)" on her post-general and year-end reports. . . . It is my opinion that Ms. Schneider has intentionally omitted the questioned debts in an effort to conceal the true state of her campaign finances from her supporters.*

**Miscellaneous Debts Resolved.** Because of the production and dissemination of unauthorized, subversive materials, Schneider for Congress has received quite a few unanticipated notifications of claims of debts owed. A good faith attempt was made to anticipate further unpleasant surprises, which estimate unfortunately proved to be on the low side. See 2

<sup>30</sup> See Hoffman Dec., Ex. M, note 21 *supra*. Again, Mr. Shelton has apparently consulted the FEC website for requests to the committee and then adopted them as his own, despite his role in creating the errors in the first place. Mr. Shelton also, in Ms. Schneider's view, wasted a great deal of money. For example, he rented a computer system less two weeks before the general election from Uptech Inc. for \$1,527.40. This expense was not authorized as part of the agreement with Mr. McIntosh, and equivalent equipment could have been purchased for less. In any event, Ms. Schneider could have loaned the campaign another suitable computer.



U.S.C. § 432 (c) & (i); *see also* 11 C.F.R. §§ 102.9(d), 104.7. Contrary to the assertion by Mr. Shelton, however, the payments to the Bradenton Herald, JL Media, Page Mailing and Target Graphics were included in the Schneider for Congress 30-day post-general report, and the disputed debt claimed by Mr. Shelton is also listed in that and subsequent filings (and/or amendments thereto).<sup>31</sup> The payments to Swain Firm and Video and ElectionMouse were duly listed in the April 2003 quarterly report.<sup>32</sup>

Schneider for Congress has gone to extraordinary lengths to report receipts, disbursements and debts accurately -- especially when faced with the intransigence of Mr. Shelton and his unfounded demand for \$6,000.00 to return financial and other campaign records. At this time, the committee is pleased to inform the FEC that, so far as is known, all outstanding claims have been paid (or settled), except the disputed claim by Mr. Shelton dealt with in item #10 above, the asserted and apparently withdrawn claim by Ms. Hall discussed in # 2, and the unknown claim by Ms. Smeltzer refuted in # 8. This situation is duly reflected in the April 2003 quarterly report, leaving all of the remaining outstanding debt due to the candidate herself for loans from her personal funds.

#### 1. MUR #5350: FALSE ALLEGATIONS OF DISCREPANCIES"

The complaint by James E. Merritt in MUR #5354 appears to have been prepared as a "front" for Mr. Shelton. More importantly, the campaign has no record of Mr. Merritt having served as a volunteer (other than to attend certain parties), and the Merritt affidavit does not purport to be based on personal knowledge, but rather hearsay attributed to Ms. Smeltzer.<sup>33</sup>

All that aside, the fact is that the Merritt Affidavit claims were resolved. Mr. Merritt appears to have looked, if at anything, only at the summary pages of the amended reports of which he complains. Ms. Schneider herself alerted the FEC to the discrepancy in the totals

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<sup>31</sup> See §§ 11, 10, *supra*.

<sup>32</sup> See §§ 7, 12 *supra*.

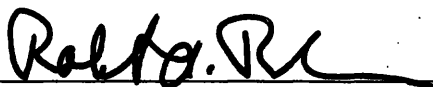
<sup>33</sup> See Declaration of Ardis E. Boch, Volunteer Coordinator, Schneider for Congress, Apr. 1, 2003, Exhibit Q.

months earlier. This defect in cumulation by the FEC software of totals -- caused by the refusal of Mr. Shelton to turn over copies of the electronic versions of filings he prepared for Schneider for Congress -- was finally solved after repeated consultations between Ms. Schneider and FEC analysis and technical support staff, and the filings in question have been duly amended.<sup>34</sup>

## CONCLUSION

These complaints, Ms. Schneider respectfully submits, are baseless and should be summarily dismissed.

Respectfully submitted,



Robert A. Burka  
Irwin P. Rajj  
Foley & Lardner  
3000 K Street, N.W., Suite 500  
Washington, D.C. 20007-5109  
Tel: (202) 672-5345  
Fax: (202) 672-5399  
Email: [rburka@foleylaw.com](mailto:rburka@foleylaw.com)  
[irajj@foleylaw.com](mailto:irajj@foleylaw.com)


COUNSEL FOR JAN SCHNEIDER and  
SCHNEIDER FOR CONGRESS

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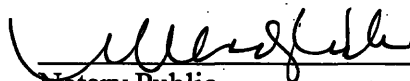
<sup>34</sup> See note 2 *supra*. One remaining, relatively minor problem in this regard relates to credit card contributions charged on October 16, 2002, the last day of the period for the 12-day pre-general report. Mr. Shelton apparently included some but not all such credit card receipts in the 12-day pre-general report he prepared. Without his cooperation, it seems impossible to discern what criteria he may have used (e.g., did he consider a receipt as falling in the next reporting period if it was charged on Oct. 16 but not approved until Oct. 17 or later?). Accordingly, Schneider for Congress has included all such October 16/17 or both receipts not covered in the total for the 12-day pre-general in the subsequent 30-day post-general report. The Committee will gladly amend these filings, if necessary, upon receipt from Mr. Shelton of the essential information.

**Verification**

I certify that the factual statements in the foregoing Answer to MUR #5350 & #5354 are true and correct to the best of my knowledge, information and belief.

  
Jan Schneider

Subscribed and sworn to before me this 14<sup>th</sup> day of April 14, 2003.

  
Notary Public WENDY HUBER

My commission expires:

My Commission Expires  
August 14, 2003

24.04.2003 14:46:42

**EXHIBIT A**

24.04.403.4643

**Carroll F. Johnson**  
2077 Gulf of Mexico Drive  
Longboat Key, FL 34228

March 28, 2003

Memo: Federal Elections Commission

From: Carroll F. Johnson  
Treasurer, Schneider for Congress Campaign, Feb. 1, 2002- Dec. 5, 2003

These statements are made with regard to my role in the Schneider for Congress Campaign.

1. I was treasurer for the campaign from the beginning, about Feb. 1, 2002 until my resignation as treasurer on Dec. 5, 2002. I resigned because I had long planned a trip to Australia and New Zealand which would take me out of the country during most of December.

2. My role consisted of receiving funds, depositing them in the Sun Trust Bank, and writing checks as approved, initially by Jan Schneider, and later, primarily, by Michael Shelton, finance Chairman.

According to my understanding, all checks were to be received by the finance chair, who had the key to the P. O. box, and who would make 2 duplicate copies of each check, one for his files and one copy for me, then give the checks to me for deposit.

3. Checks were to be written by me, only upon presentation to me of bills approved, in the beginning, by Jan Schneider, and later by Michael Shelton, or sometimes by Jan Schneider. Usually, checks were to be given by me to the finance chairman for proper payment

4. I was out of the state 6 times between Feb. 1 and Dec. 5, 2002. I had a carotid artery operation On Oct. 29, 2002. I was in the hospital overnight. I had written a dozen checks on Oct. 28. On Oct 29, Harold Schneider, the assistant treasurer, wrote one check. On Nov. 1, I wrote 5 checks. During the 6 times I was out of the state the assistant treasurer was authorized to, and did write checks to pay bills. At all other times, I was available for payment of whatever bills were authorized for payment.

5. Since I am not skilled in electronic reporting, the first report to F. E. C. was prepared by Jan Schneider. Later reports, until Nov. 1, 2002, were prepared by Michael Shelton. Subsequent to Nov. 1, reports have been prepared and are being prepared by Jan Schneider

  
Carroll F. Johnson

**EXHIBIT B**

24.04.403.4645

Michael J. Shelton

MUR #/ 5350 & 5354

Jan Schneider, Candidate  
Schneider for Congress

**DECLARATION OF HAROLD B. SCHNEIDER**

Harold B. Schneider declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States.
3. Jan Schneider, who was the Democratic candidate for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002, is my daughter. I am also the father of Seth Schneider and Lynn S. Kalish, and the grandfather of Katherine Schneider (age 19 next week), Samuel Schneider (age 16) and Dawn Kalish (11).
4. During both the primary and general election periods, I was Assistant Treasurer of Schneider for Congress (ID #374751). Carroll F. Johnson was the Treasurer until on or about December 5, 2002. Both Mr. Johnson and I had signatory authority over the Schneider for Congress account at SunTrust Bank, NA, and, to my knowledge, no one else did.
5. During the period between approximately February 1 and December 5, 2002, Mr. Johnson was away from the area approximately half a dozen times. On each such occasion, and when he was hospitalized, he left the Schneider for Congress check book and related campaign records with me. I wrote checks or arranged a wire transfer for the campaign as necessary, on several occasions, including on October 2002. At no time of which I am aware were both Mr. Johnson and I unavailable to the campaign for as long as a single day.
6. The allegation in the Affidavit by Michael Shelton (1/4) that donations from members of my family were actually funds provided by me is false. Not only is it baseless, but I

consider it defamatory. During the entire period of the campaign - and, indeed, for years before and in the months since - I did not give any of my children or grandchildren any more (or less) money than I have regularly given each one annually (as my wife also did before she passed away in 2000). There have never been any conditions or "strings" attached to such gifts. Nor did I transfer any funds to Joseph Kalish, Jane Trainor or Josh Trainor for campaign contributions, as falsely suggested by Mr. Shelton. Nor did I seek to pressure or otherwise induce any relative to contribute to Jan's campaign. I have not and would not make any campaign contribution for my daughter or any other candidate in the name of another.

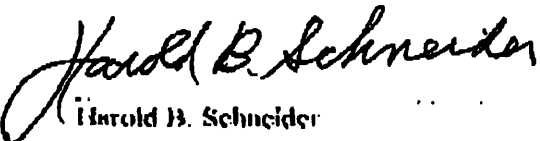
7. To my knowledge, my granddaughter Kate and my grandson Sam have sufficient personal funds and are of sufficient age and discretion to have voluntarily contributed to the primary and general campaigns of their Aunt Jan, with whom they are very close. My granddaughter Dawn is also mature for her age and has sufficient funds in her name, but she did not contribute to her aunt's campaign.

8. After the campaign, Michael Shelton threatened me that he would "destroy" my daughter Jan. Mr. Shelton has on several occasions made other threats of various sorts to me and, in my hearing, to my daughter.

9. I will be glad to assist the Federal Election Commission by providing any further information that may be necessary or desirable. The FEC has my address, and my phone number is 941-955-6595.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 8, 2003.

  
Harold B. Schneider



**EXHIBIT C**

24.04.408.4648

**DENNIS J. PLEWS***Civil Trial Attorney***Finkelstein & Associates, P.A.**  
**Attorneys, CPAs and Associates**

*Member of*  
*Academy of Florida Trial Lawyers*  
*American Trial Lawyers Association*

*General Civil Litigation*  
*Divorce, Commercial, Residential*  
*Torts, Professional Malpractice*

Susan Chapman  
Attorney At Law  
1800 Second Avenue  
Suite 799  
Sarasota, Florida 34236

February 20, 2003  
VIA FAX #: 941-366-6624

Re: Schneider Campaign Issues  
My Client: Michael J. Shelton  
Your Client: Jan Schneider

Dear Counselor:

Thank you for your letter of today in which you set forth your recollection of our telephone conference of yesterday. I accept much of it as being a fairly accurate recitation of our conversation.

Regarding the vacuum cleaner and card table, your client has given several versions of their disposition, most recently at the Kennedy-King Dinner given by the Sarasota Democratic Party Executive Committee. Rather than pursue the matter through the courts you asked me during our telephone conference yesterday to provide you with a description of each and a suggested fair market value as of the date of their conversion. Included herewith are pictures of examples of the vacuum cleaner and card table which fairly depict the items nature. Although they were not new, they were in excellent condition and the vacuum had just been serviced and was in top working order when it was lent to the campaign. My client would accept either similar items acquired by your client in substitution for the ones that have been converted or, alternatively, the prices listed for the items as shown on the enclosed ads.

Concerning the so-called FEC records, you make interesting assertions concerning ownership and have information concerning Mr. Carroll's position with the Schneider campaign that is inconsistent with what is known to be true. As to the ownership of the data that may still be contained in my client's personal computer, Mr. Carroll provided the data from paper records and presumably he or some other campaign member such as your client or her father should still be possessed thereof. Anything in my client's computer was entered by him and would therefore appear to be his work product. As your claim of ownership is unsupported by any citations of authority, I am unable to agree that the data is anything other than the product of my client's labors. Would you be so kind as to provide me with copies of the legal authorities upon which you base your ownership assertion so that I might review same and reach my own legal opinion on this issue in the light thereof? Alternatively, your client can purchase those records from my client by paying him for the time it took him to compile them, some 24 hours, at his customary billable rate of \$250.00 per hour.

As to Mr. Carroll's visit, we are aware that he resigned his position as campaign treasurer. Regarding any

ethical violation, when Mr. Carroll approached my client he, Mr. Carroll, stated that your client had sent him around to speak with my client on the matter of acquiring the so-called FEC records. What I did say is I asked that you insure that in the future neither Mr. Carroll nor any other person be tasked by you or your client to circumvent the requirement that communications concerning the disputed issues be made only through counsel.

The next matter I feel compelled to address is your apparent penchant for ambiguity. In your letter of February 20, 2003 you include the following paragraph concerning the so-called FEC records:

"Mr. Shelton continues to hold campaign records that are the property of Ms. Schneider's campaign. Mr. Shelton input donor records, finance records, and expenditure records on his computer. These records are essential for accurate campaign reporting to the Federal Elections Commission. Mr. Shelton is fully aware of the nature of the records, since he completed some of the reports made to the F.E.C. These records are the proprietary records of the Jan Schneider campaign. There is no law that gives Mr. Shelton a claim or lien on these records. It is important that Mr. Shelton release these records to Ms. Schneider or to her campaign treasurer, Carroll Johnson. Please consider this our last formal demand for these campaign records before the appropriate authorities are notified. Mr. Shelton needs to return these records to my office or to Mr. Johnson within seven days."(e.s.)

Since you clearly claim ownership of the computerized data, the clear import of this language is to threaten a criminal complaint against my client unless he meets your demands. If that is not what you meant, please, in writing, clarify your meaning by noon tomorrow, otherwise I will accept that you confirm my interpretation of this ambiguity as accurately stating your intent.

You have made an offer of \$3,500.00 to settle the claimed indebtedness of \$8,032.09 (plus statutory interest). I'm glad to see that some progress on this issue is being made. It is hereby rejected, as is your suggestion that the matter be mediated. A binding arbitration agreement is possible, depending upon the terms concerning the responsibility for the costs thereof. However, I suggest that should your client pay mine the full amounts claimed and execute a mutual release and a confidentiality agreement that would require both parties, Mr. Schneider and anyone acting on Ms. or Mr. Schneider's request, express or implied, to forever remain silent on all of the issues between my client and yours that have been addressed in our written communications, he would be inclined to again volunteer to assist her campaign complete its FEC filings and should that go well on an interpersonal level, he would seriously consider assisting Ms. Schneider raise funds to retire the remaining campaign indebtedness. As you also seem to want to put this matter to rest promptly by your 48 hour deadline for acceptance of your \$3,500.00 offer, we require that your client's acceptance of one or the other of these counter-proposals (payment/arbitration) be delivered to me by 5:00 p.m. on February 21, 2003. I look forward to your reply.

Sincerely,

  
Dennis J. Fievs

DJP/

Encl.: Hoover and Samsonite Ads

cc: Client

**SUSAN CHAPMAN**

ATTORNEY AT LAW

1800 SECOND STREET

SUITE 789

SARASOTA, FLORIDA 34236

TELEPHONE (941) 365-4546

FACSIMILE (941) 366-6624

ALSO LICENSED IN MISSOURI

February 20, 2003

Dennis J. Plews  
Attorney at Law  
Finkelstein and White, P.A.  
27 Fletcher Avenue  
Sarasota, FL 34237

RE: Michael Shelton

Dear Mr. Plews:

This will confirm our telephone conversation of February 19, 2003.

In that conversation, I told you that if Misty Smeltzer did not retrieve the vacuum cleaner on Mr. Shelton's behalf, it is missing. As I understand it, both the vacuum cleaner and the table were used. Ms. Schneider has indicated that she will reimburse Mr. Shelton for the value of these items. Please provide me with information on the model, purchase price, age, and condition of these two items, so we can offer a fair reimbursement.

Mr. Shelton continues to hold campaign records that are the property of Ms. Schneider's campaign. Mr. Shelton input donor records, finance records, and expenditure records on his computer. These records are essential for accurate campaign reporting to the Federal Elections Commission. Mr. Shelton is fully aware of the nature of the records, since he completed some of the reports made to the F.E.C. These records are the proprietary records of the Jan Schneider campaign. There is no law that gives Mr. Shelton a claim or lien on these records. It is important that Mr. Shelton release these records to Ms. Schneider or to her campaign treasurer, Carroll Johnson. Please consider this our last formal demand for these campaign records before the appropriate authorities are notified. Mr. Shelton needs to return these records to my office or to Mr. Johnson within seven days.

With regard to your complaint that Carroll Johnson requested these records of Mr. Shelton and that this is a legal ethics violation, I respond that Mr. Johnson is the Schneider campaign treasurer who is directly responsible for the financial reporting of the campaign. He is entitled to request campaign records from a former campaign employee.

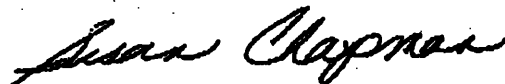
Dennis J. Plews, Esq.  
February 20, 2003  
Page 2

Mr. Shelton has demanded more than \$8,000 in payments from Ms. Schneider for expenditures he claims he made on behalf of Ms. Schneider's campaign. Ms. Schneider did not authorize or approve these expenditures. However, to resolve this dispute Ms. Schneider will pay Mr. Shelton \$3,500 to put this matter behind her. This offer is conditioned on Mr. Shelton's returning all campaign records in usable form to Ms. Schneider. The offer will remain open for forty-eight hours.

Ms. Schneider has not defamed Mr. Shelton. Your letter addresses no specific claims. As a result, I cannot address this issue in any detail.

I look forward to hearing from you. It is in the interests of both parties to resolve these issues. In the event Mr. Shelton rejects this proposal, I suggest we proceed to mediation with a Florida Supreme Court certified mediator.

Sincerely,



Susan Chapman  
Attorney at Law

SC/jcy  
cc: Jan Schneider

**Burka, Robert A.**

**From:** Burka, Robert A.  
**Sent:** Thursday, April 10, 2003 1:40 PM  
**To:** 'dennis  
**Cc:** MichaelJShelton  
**Subject:** RE: Your Recent Telephone Call to me.

This is not responsive to my enquiry, which relates to having access to data and records necessary for my clients to defend themselves against charges made by your client. As things now stand, Mr. Shelton has made claims that I understand to be baseless, but with respect to some portions we cannot fully demonstrate their lack of merit without access to records that Mr. Shelton is withholding.

In short, Mr. Shelton has made claims to the Federal Election Commission and is now withholding data to defeat my client's ability to defend herself.

I take your E-mail to be a continued refusal to provide those data and records, and I will act accordingly.

One further point. I represent Ms. Schneider and her committee only in the FEC matter. Mr. Shelton tells me that he filed his complaint with the Commission through counsel and that you represent him before the FEC. Could you please tell me if you are the attorney who filed Mr. Shelton's FEC complaint and, if not, then who did? Further, could you please confirm that you represent Mr. Shelton before the FEC? If so, then could you please tell me where on the papers that Mr. Shelton filed with the FEC you are identified? And if you do not represent Mr. Shelton before the FEC, then does anyone and, if so, who?

-----Original Message-----

**From:** Dennis Plews  
**Sent:** Thursday, April 10, 2003 1:29 PM  
**To:** rburka  
**Cc:** MichaelJShelton  
**Subject:** Your Recent Telephone Call to me.

April 10, 2003

Mr. Burka:

I am aware of the probable reason for your call to me. As I have been subjected to a similar demand from attorney Susan Chapman, my response to her will, I believe, be responsive to your presumed purpose. In salient part, it is as follows:

"Concerning the so-called FEC records, you make interesting assertions concerning ownership and have information concerning Mr. Carroll's position with the Schneider campaign that is inconsistent with what is known to be true. As to the ownership of the data that may still be contained in my client's personal computer, Mr. Carroll provided the data from paper records and presumably he or some other campaign member such as your client or her father should still be possessed thereof. Anything in my client's computer was entered by him and would therefore appear to be his work product. As your claim of ownership is unsupported by any citations of authority, I am unable to agree that the data is anything other than the product of my client's labors. Would you be so kind as to provide me with copies of the legal authorities upon which you base your ownership assertion so that I might review same and reach my own legal opinion on this issue in the light thereof? Alternatively, your client can purchase those records from my client by paying him for the time it took him to compile them, some 24 hours, at his customary billable rate of \$250.00 per hour"

If this is not responsive to your intended inquiry, I apologize for the presumption and invite your message by return e-mail. If my presumption is correct, then I look forward to your response and being enlightened thereby concerning the legal authorities that support Ms. Schneider's claim.

Sincerely,  
Dennis J. Plews

**EXHIBIT D**

44-408-4655



**Social Security is too important to risk in the stock market. Since 1935 our nation's retired citizens have counted on Social Security to provide for a dignified retirement. In 2000, the average 401K plan lost \$4,821.<sup>1</sup> Under the plan endorsed by the Washington, D.C. politicians, Social Security will be bankrupt 14 years earlier than under the current system.<sup>2</sup> Say NO to their reckless plan.**

**On November 5, Vote for**

**Jan Schneider**

**She's on your side.**

**[www.Schneider-for-Congress.com](http://www.Schneider-for-Congress.com)**

**941-957-1950**

<sup>1</sup> New York Times 7/9/01

<sup>2</sup> Center on Budget and Policy Priorities, Financing Private Accounts: The Aftermath of the Tax Bill, 8/21/01  
Pol. adv. authorized by Jan Schneider for Congress. Approved by Jan Schneider (D)

5131 N TAMiami TRAIL  
SARASOTA, FL 34234-271

PRSRT STD  
US POSTAGE  
PAID  
PERMIT #9  
MANASOTA, FL

**ALSO ENDORSED BY  
THE VENICE  
GONDOLIER**

The Lancaster Household  
1111 77th St NW  
Bradenton FL 34209-1038

*Don't send this type of  
garbaga to the Lancaster  
Household!*

**You've worked hard to build a nest egg for your retirement.**



**If some politicians get their way, your plan may get cracked.**



Their unreliable privatization plan would bankrupt Social Security.

As your congresswoman, **Jan Schneider** will fight to protect **your** Social Security.

**EXHIBIT E**

24.04.408.4656

check # 202



BRADENTON HERALD  
> KNIGHT RIDDER <  
P.O. Box 921  
BRADENTON, FL 34206-0921

# ADVERTISING INVOICE STATEMENT

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT

PAGE: 1

ACCOUNT:  
PERIOD:

REP. 53

TERMS: 0.0.0

*Chaparral Account  
of Jim Schneider  
ATTN: Michael Shelton*

CURRENT BALANCE:

PLEASE MAKE CHECK PAYABLE TO:  
BRADENTON HERALD

AMOUNT  
ENCLOSED

DATE	DESCRIPTION	RATE	AMOUNT
Jan 14/3	5x15" (75") political ad	rate 33.72	1629.00
Mon 1/4	pick-up Sunday ad	rate 21.72	1629.00

TOTAL due

4113.75

OK MS

TOTAL AMOUNT IS DUE BY THE 15TH OF THE MONTH

CURRENT	OVER 30	OVER 60	OVER 90
---------	---------	---------	---------

Total Due: 4113.75

BRADENTON HERALD  
102 MANATEE AVE W  
P.O. BOX 921  
BRADENTON, FL 34206-0921

THANK YOU FOR PLACING  
YOUR ADS WITH US

24.04.408.4659

15-40 A400-BRADENTON HERALD(8. Application Utilities Help 3/14/03  
INQUIRE ACCOUNT 1.11A

Reporting Name JAN SCHNEIDER-PO Account Number  
Name JAN SCHNEIDER FOR CONGRESS Corporate/Agency  
Address 1 ATTN:POLITICAL ADVERTISES Billing Account  
Address 2 P.O. BOX 57 Parent Account  
Address 3 \*\*POLITICAL PREPAID ADV ONLY\*\* Indicator AV Advertising Type PO  
City SARASOTA State FL Status I Division 40  
Zip Code 34230 Date Open 08/26/02 Advertiser Code  
Contact MIKE SHELTON  
Rep 1 53 Date Assigned 08/26/02 Rep 2 Text Account

\*----- B I L L I N G I N F O R M A T I O N -----\*

Aging Cycle MO Print Invoice Y Tax Code FLTX Bill Sort C  
Billing Cycle MO Print Statement Y Delivery Code M Print Adj N  
Type of Bill B Print Mailer N # of Statements 1 Adv Addr Stmt N

\*----- C R E D I T I N F O R M A T I O N -----\*

Credit Aging 03 Finance Chg Code NO Auto Apply Mode Y Rep 1  
Discount Terms 30 Credit Status Roll History N Commission 1 .00  
Pay Date Method A Credit Rep N Auto Bad Debt N Rep 2  
Limit .00 Terms Override N Collector Code Commission 2 .00  
ADV DFLT NXT SCR N PRINT MAIN MNU HELP PREVIOUS

Schneider for Congress  
5131 N. Tamiami Trail  
34234

## LIST TRANSACTIONS FOR ACCOUNT

3.31

Terms Status Acct Balance

Name JAN SCHNEIDER-PO

30

I

.00

Transaction #	Type	Date	Perd	Orig	Date	Rep	RC	Pb	Prod	Dist	#Run	Amount
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## Spanish speaking on rise at home

More families are talking in their native language when at home

RON WORD  
Associated Press

When Michael Perez is at work or with friends, the 24-year-old Miami bank teller speaks mostly English. But at home, where he lives with his Cuban-born parents, he and his family speak only Spanish.

They are not alone. According to the U.S. Census, the number of Florida families that speak only Spanish at home jumped from 11.5 percent to 15.7 percent during the 1990s, while the number of Florida families that speak only English at home dropped from 91.2 percent to 76.2 percent.

Much of this change is caused by one county, Miami-Dade, where Cuban-Americans are the dominant ethnic group. The county's percentage of Spanish-only households grew dramatically during the '90s, while the percentage of English-only households plummeted.

### ON THE 'NET

■ U.S. Census Bureau:  
www.census.gov

■ Hispanic Online:  
www.hispaniconline.com

English-only households fell from 43.2 percent to 31.1 percent.

Perez said it's possible to live and function in Miami-Dade County while speaking only Spanish.

"One good thing is that it really keeps my Spanish sharp. That's important, especially in Miami," he said.

He said his parents' English is quite limited.

"Most of the time, if you speak English at my house, they are not going to understand you," Perez said. "When I speak English at home it's when I'm speaking on the phone, and I don't want them to know what I'm talking about."

While Perez speaks Spanish, he doesn't read it.

"I have no interest," he said.

A just-released survey conducted by the AOL Time Warner Foundation and People EN Espanol found that Hispanics continue to embrace their own families, heritage and identity as they become an increasing force in American life.

The survey, conducted by the Cheskin Group, questioned 5,000 respondents nationwide and has a margin of error of 2.2 percentage points.

One of the findings was that 69 percent of Hispanics speak Spanish at home and 62 percent said they prefer speaking Spanish to English.

Rural counties in north Florida and the Panhandle had the highest percentage of English-only households.

In Baker County, just west of Jacksonville, 96.2 percent of the households spoke only

## Most bug repellents useless, experts say

LAURIN SELLERS  
Knight Ridder Tribune  
News Service

ORLANDO — They sound like the wares of a traveling medicine man: lotions, patches, grids, coils, candles, incense, mysterious ultrasonic gadgets that promise to protect, kill, distract, confuse, attract or repel.

As fears mount over West Nile and other deadly mosquito-borne viruses, so do the number of weapons in the war on the insects.

Trouble is, experts warn, the arsenal is full of duds.

"It's overwhelming for the consumer," said Jonathan Day, a leading mosquito expert and professor at the University of Florida's Medical Entomology Laboratory in Vero Beach. "There are some products out there that work, but there are a number that absolutely do not."

The worst, experts agree, are the ultrasonic gadgets — small devices worn on the wrist or clipped to a key chain. Manufacturers say the devices emit noises mimicking the wing-beating sound of

male mosquitoes or the mosquitoes' archenemy, the dragonfly.

The sounds supposedly send biting female mosquitoes fleeing in fear.

"They are completely useless," said Dawn Wesson, an associate professor of tropical medicine at Tulane University.

They're also potentially dangerous, according to the Federal Trade Commission.

Earlier this year, the FTC charged Orlando-based Lentek International Inc. with false advertising for claiming its "MosquitoControl" ultrasonic products protected against the West Nile virus.

Experts are equally skeptical of devices that claim to emit a scent that mosquitoes hate and grids that release an odor that "confuses" mosquitoes.

Backyard bug zappers also are a bust — but not because they don't attract bugs.

"The back yards with zappers had more mosquitoes than the yards without them," Day said. "They attracted more mosquitoes

"There are some products out there that work, but there are a number that absolutely do not."

Jonathan Day  
leading mosquito expert, on repellents

than they killed."

They also zap indiscriminately, leaving behind a charred carnage of butterflies, beetles and other beneficial bugs.

The biggest sellers this year were the baited traps that emit carbon dioxide or Octenol, mimicking human breathing. One trap, the SonicWeb, even thumps like a human heart and radiates heat, imitating the body heat of a warm-blooded victim.

Mosquitoes lured to the make-believe, heart-thumping human are supposedly sucked inside and hopelessly mired in "sophisticated glue," the product claims. Cost: \$300 to \$350.

Citronella candles and smoking coils work for a short time, but not as well as a campfire.

Clothing treated with Permethrin offers adequate protection, especially while hiking and camping, but also is expensive and impractical for everyday use, Day said.

And while some folks swear by home remedies like gulping mega-doses of vitamin B or slathering on herbal concoctions, the experts are not among them.

"Even bath oils will work for about five minutes, but most people want protection for at least four to six hours," Day said.

The only product that provides that kind of coverage has been around for half a century.

Most mosquito experts, including scientists at the Centers for Disease Control and Prevention in Atlanta, agree that the best protection, other than staying indoors, is

using a repellent containing DEET.

Although a small number of adverse reactions have been linked to misuse or overuse of the chemical, DEET is safe if used in low concentrations — no more than 10 percent for children and 33 percent for adults, said Dave Daigle, a CDC spokesman. Repellents containing DEET should not be used on infants, he said.

Still, scientists at universities and laboratories across the country are scrambling to find the perfect product — a repellent that doesn't sink, feel greasy or pose possible health risks.

A professor at North Carolina State University announced earlier this year that he had discovered a mosquito repellent safer and more effective than DEET. Michael Rowe said he stumbled on the natural component by accident on the leaves of wild tomatoes growing in the mountains of Ecuador.

Experts are awaiting the results of field data on the substance before commenting.

November 1, 2002

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They are not alone. According to the U.S. Census, the number of Florida families that speak only Spanish at home jumped from 11.5 percent to 15.7 percent during the 1990s, while the number of Florida families that speak only English at home dropped from 31.2 percent to 28.2 percent.

Much of this change is caused by one county, Miami-Dade, where Cuban-Americans are the dominant ethnic group. The county's percentage of Spanish-only households grew dramatically during the '90s, while the percentage of English-only households plummeted.

In 2000, according to Census figures, 59.2 percent of Miami-Dade households spoke only Spanish at home, compared to 48.1 percent in 1990. During that period, the percentage of English-only households fell from 43.2 percent to 31.1 percent.

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The survey, conducted by the Cheskin Group, questioned 6,000 respondents nationwide and has a margin of error of 2.2 percentage points.

One of the findings was that 69 percent of Hispanics speak Spanish at home and 62 percent said they prefer speaking Spanish to English.

Rural counties in north Florida and the Panhandle had the highest percentage of English-only households.

In Baker County, just west of Jacksonville, 96.2 percent of the households spoke only English in 2000, the highest percentage in the state. That compared with 95.5 percent in 1990.

Florida's Census figures also show that the percentage of Asian-American households speaking only their native language increased from 0.8 percent in 1990 to 1.2 percent in 2000.

Okaloosa and Alachua counties had the highest percentage of households speaking an Asian language. In 2000, 3.7 percent of the residents in Okaloosa County speak an Asian language only, compared with 3.2 percent in 1990. Alachua County had 3.16 percent of its residents speaking only an Asian language, compared with 1.86 percent in 2000.

As fear of the deadly Nile aedes mosquito viruses, so do the number of weapons in the war on the insects.

Trouble is, experts warn, the arsenal is full of duds.

"It's overwhelming for the consumer," said Jonathan Day, a leading mosquito expert and professor at the University of Florida's Medical Entomology Laboratory in Vero Beach. "There are some products out there that work, but there are a number that absolutely do not."

The worst, experts agree, are the ultrasonic gadgets — small devices worn on the wrist or clipped to a key chain. Manufacturers say the devices emit noises mimicking the wing-beating sound of

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A professor: lina State Un nounced earlier he had discovered repellent safer fective than I: Rowe said he's natural comp: dent on the lea matoes growin tains of Equad.

Experts are results of fle: s u b s t a n c commenting.

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Thank you,

*Jan Schneider*

Jan Schneider

P.S. Whether you vote for me or somebody else, please remember to vote this Tuesday, November 5.

www.Schneider-for-Congress.com  
(941) 957-1540 • P.O. BOX 57, SARASOTA, FL 34230

Not an official endorsement of Jan Schneider for Congress. Approved by Jan Schneider (D).

Jan  
Schneider



CAMPAIGN  
CALENDAR

## Today

■ Jan Schneider, U.S. House of Representatives District 13 Democratic candidate, will attend the Triangle Caucus meeting at 8 p.m. in Metropolitan Community Church on North Lockwood Ridge Road, Sarasota. The film "Unprecedented" will be shown. For information, call Schneider headquarters at 358-7770.

■ Katherine Harris, U.S. House of Representatives District 13 Republican candidate, and numerous firefighters and volunteers will stand at various intersections waving campaign signs today and Tuesday. If you are interested in participating, contact Hartley Etheridge, the campaign's volunteer coordinator, at 365-7475.

## AMENDMENTS FROM 18

## Ridder Newspapers.

Republicans and Democrats have, for the most part, taken opposite sides on the issue. While most Republicans have opposed the amendments claiming they don't belong in the constitution, will drive up costs and will further exacerbate the state's shortage of quality teachers, Democrats say the amendments force the legislature to deal with issues their constituents take seriously.

Some Republican candidates agree that if voters approve the school amendments, a tax hike will be necessary.

Rep. Mike Bennett, Republican candidate for Florida Senate District 21, has said charter schools and vouchers would empower parents to put their children in alternative schools, therefore decreasing class sizes in public schools. Similar to other conservative candidates, he likes the intent of the amendment but doesn't want it in the constitution.

But liberal candidates in Manatee County say citizens want smaller class sizes and pre-kindergarten education and the amendments would force the legislature to go that route. And they believe most citizens are willing to foot the bill.

Democrats point to the voter-approved half-cent sales tax increase for 15 years for building new schools and renovating existing ones. Manatee voters approved the May referendum 62 percent to 38 percent.

"If the people vote for these programs they're saying, 'We need better education and we're willing to pay for it,'" said C.J. Czaia, Democratic candidate for Florida Senate District 21.

Along with the aforementioned amendments, below is a brief synopsis of the other eight on the ballot:

■ Amendment 1 — 714 words despite a 75-word limit — strengthens Florida's death penalty and allows for the state to execute convicted murderers as young as 16. Seventeen years old stands as the current limit.

■ Amendment 2 requires the Legislature to spell out the cost to the public of a constitutional amendment. For example, the class size amendment would have to explain the potential costs of shrinking classroom sizes.

■ Amendment 3 authorizes changes to the Miami-Dade County Home Rule Charter through a public referendum.

■ Amendment 4 strengthens the Government-in-the-Sunshine Law by requiring a two-thirds vote from the Legislature to approve exemptions to public access and records.

■ Amendment 6 prohibits smoking in enclosed workplaces, except for private homes, tobacco shops and designated smoking rooms of hotels. Restaurants currently are allowed to designate 35 percent of their seating for smoking, but not if the

## Panhandle church rally supports gay adoption ban

ASSOCIATED PRESS

PANAMA CITY — Speakers at a rally against homosexual adoption said it was a nonpolitical event in one breath and in the next made it clear the two major gubernatorial candidates are sharply divided on the issue.

About 80 people attended the rally Oct. 29 at Covenant Presbyterian Church to support a state law that bans gays and lesbians from adopting.

Florida is the only state that prohibits adoptions by all homosexuals, married or single. Mississippi and Utah are the only other states prohibiting adoptions by gay couples.

Belynda Walker, who teaches in Covenant's school, was among speakers who pointed out that Republican Gov. Jeb Bush supports the law while his Democratic challenger, Bill McBride,

## Elections



Walker said. "Bill McBride is a vocal supporter of the gay agenda."

She noted McBride's appointment of Ted Howard to coordinate his campaign's

opposes it.

"In many ways Bill McBride's actions speak even louder than his words."

outreach to homosexuals. Howard is on leave from Equality Florida, which opposes discrimination based on sexual orientation.

"We can guess what type of people McBride would appoint" if elected, Walker said, adding that he had extended benefits to same-sex partners of employees who worked for his former law firm.

McBride spokesman Alan Stonecipher said the

candidate's stand on homosexual adoption is centered on fairness.

"Bill's position is very clear that it's a matter of discrimination," Stonecipher said. "The only question in the decision about who should be allowed to adopt should be the welfare of the child."

Walker also lauded Bush for appointing "men and women that take their faith seriously."

## FLORIDA TODAY

Here are some of the top events scheduled today:

■ MIAMI — 8 a.m., Former Vice President Al Gore campaigns for Bill McBride at a breakfast. Miami Executive Aviation, Opa-Locka Airport, 15001 N.W. 42nd Ave.  
■ PENSACOLA — 9 a.m., Gov. Jeb Bush, Lt. Gov. Frank Brogan, Columba Bush and George P. Bush attend rally. Pensacola Aviation Center; 4145 Jerry Maygarden Road.  
■ JACKSONVILLE — 9 a.m., the Rev. Jesse Jackson and U.S. Rep. Corrine Brown

attend rally. Edward Waters College; 1658 Kings Road.

■ JACKSONVILLE — 9 a.m., Deliberations resume in trial of Karl Weldon, charged with 15 federal crimes, including the slaying of a Jacksonville store owner. U.S. District Court, 300 W. Monroe.

■ WEST PALM BEACH — 10 a.m., Democratic gubernatorial nominee Bill McBride joins Jimmy Buffett and Sen. Bob Graham and Sen. Bill Nelson for a concert and rally. Palm Beach International Airport, Galaxy Aviation, 3800 Southern Blvd.

■ JACKSONVILLE — 11 a.m., Gov. Jeb Bush, Lt. Gov. Frank

Brogan, Columba Bush and George P. Bush attend rally. Airkaman Cecil Field; 13365 Aeronautical Circle.

■ MIAMI — 11 a.m., Former prisoner and Cuban dissident Dr. Oscar Elias Biscet gives news briefing via conference call from Havana, Cuba.

■ TAMPA — Noon, Democratic gubernatorial nominee Bill McBride joins Jimmy Buffett for a concert and rally. Joe Chillura Park; Corner of Pierce and Kennedy

■ FORT LAUDERDALE — 12:30 p.m., U.S. Reps. Peter Deutsch and Alcee Hastings,

Broward County Election Supervisor Miriam Oliphant and County Commission Chairwoman Lori Parrish hold a news conference regarding paper ballots. Broward County Government Center, 115 S. Andrews Ave., Room 102.

■ ORLANDO — 12:35 p.m., Gov. Jeb Bush, Lt. Gov. Frank Brogan, Columba Bush and George P. Bush attend rally. Orlando Executive Air; 321 N. Crystal Lake Drive.

■ ORLANDO — 2 p.m., Democratic gubernatorial nominee Bill McBride joins Jimmy Buffett for a concert and rally. Orlando Executive Airport; Showalter Flying

Service; 400 Herndon Ave.

■ TEMPLE TERRACE — 2:50 p.m., Gov. Jeb Bush, Lt. Gov. Frank Brogan, Columba Bush and George P. Bush visit with supporters. 10939 N 56th St.

■ MIAMI — 4:30 p.m., Secretary of State Jim Smith inspects poll setup and polling procedures at a local precinct. Miami-Dade precinct No. 507, Thena Crowder Elementary School, 757 N.W. 66th St.

■ WEST PALM BEACH — 5:20 p.m., Gov. Jeb Bush, Lt. Gov. Frank Brogan, Columba Bush and George P. Bush wave signs with supporters. Okeechobee Road and Palm Beach Lakes Boulevard.

FRO. THE DESK

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■ Amendment 6 prohibits smoking in enclosed workplaces, except for private homes, tobacco shops and designated smoking rooms of hotels. Restaurants currently are allowed to designate 35 percent of their seating for smoking, but not if the amendment passes.

■ Amendment 7 allows property tax breaks for property owners when building an addition onto a private home for a parent or grandparent over the age of 62.

■ Amendment 10 limits the tight confinement of pregnant pigs.

■ Amendment 11 creates a citizen panel to run the state university system.

Senate President John McKay, R-Bradenton, had proposed an amendment which would have given a special legislative panel the power to eliminate sales tax exemptions but an appeals court knocked it off the November ballot. The judge said the description of the proposal

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www.Schneider-for-Congress.com

(941) 957-1540 • P.O. BOX 57, SARASOTA, FL 34230

Paid political advertisement authorized by Jan Schneider for Congress. Approved by Jan Schneider (D).

Jan Schneider

EXHIBIT F

124 04 408 4666

**Marilynharwell**

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**From:** "Marilynharwell"  
**To:** "Jan Schneider"  
**Sent:** Friday, March 21, 2003 4:25 PM  
**Subject:** Affidavit

My calendar shows a meeting was called for noon on October 18 at Michael Shelton's house on Bird Key. The purpose of the meeting was to get Jan's agreement to Michael's budget proposal covering television, direct mail, and phone calls to targeted voters.

Jan arrived late, having been delayed by a reporter at her house. Michael, Jan and I sat at Michael's small kitchen table; he had copies of his budget available for review.

My best recollection is that Michael became impatient with Jan (if not in words, then in body language), who seemed to be more interested in petting his dog than in listening to Michael's explanation of how we could get the biggest bang for our meager bucks.

Michael emphasized to Jan how little time he had to tie down air and print time and that he had to have an answer immediately on how the funds were to be allocated. Jan said she trusted Michael's judgment, he knew best, and he should make the decision on which media to use. There was no ad copy presented and no discussion of message content. The only thing on the table was the choice of media; not the message. We already knew those guidelines; i.e., no negative advertising.

Our opponent had already raised \$2+ million against our \$125,000+. needless to say, we were always short of money and Michael would ask Jan for a contribution when we had serious financial problems. Jan usually balked pointing out how much she had already put into the campaign. I have no recollection of Jan ever giving a "yes" answer, nor did I ever see her hand over a check; I usually heard second-hand how much she had contributed from her own funds. The need for money from Jan diminished on October 24, 2002, when the MoveOn PAC promoted her candidacy, raising approximately \$75,000 for us in a few days.

Marilyn Harwell

**EXHIBIT G**

24.04.408.4668

ALSIP GILLING, INC.

114 N. BOSTON  
TULSA, 74103  
918-583-5561

# Invoice

DATE  
10/27/2002

INVOICE #  
51179

BILL TO  
Jason McIntosh  
C/O  
Jan Schneider For Congress  
5131 N. Nitaniami Trail  
Sarasota, FL.

P.O. NO.

TERMS

PROJECT

Jan Schneider

QUANTITY

DESCRIPTION

RATE

AMOUNT

- 16 Production Management (Organization) and Edit Oversight
- 10 Avid Digital, Non-linear Post-production
- Duplication, 2 BSP and 2 VHS Overnight to Florida (twice),
- Overnight to OKC, Counter to Counter to Los Angeles

50.00	800.00
200.00	2,000.00
274.00	274.00

Thank you. We appreciate your business.

**Total**

\$3,074.00

24.04.408.4669

To:  
"J McIntosh"

One Beta SP Master Dub. ....35.00  
Shipping and Handling To Florida Overnight.....29.00  
Total .....64.00

Thank you.

24.04.408.4670

## STATEMENT



INVOICE NO. 12021

3202 EAST 21st STREET / TULSA, OKLAHOMA 74114-1811 / (918) 744-1221

Attn: Jason  
 Quantum Strategies  
 1611 S. Utica  
 Tulsa, OK 74104

ACCOUNT Jan Schneider for Congress  
 AGENCY Quantum Strategies  
 DATE October 31, 2002  
 JOB/SPOT NO. "One Candidate" TV Spot 1  
 P.O. NO. (per: Jason)

STUDIO:

RECORDING HOURS	<u>1</u>	@	<u>80.00</u>	\$	<u>80.00</u>
TAPES (SIZE) <u>WebDgh</u>	<u>1</u>	@	<u>30.00</u>	\$	<u>30.00</u>
(SIZE <u>"</u> )		@		\$	
(SIZE <u>"</u> )		@		\$	
(SIZE <u>"</u> )		@		\$	
CASSETTES		@		\$	
MUSIC/EFFECTS <u>Previously Billed</u>		@		\$	

TALENT:STUDIO \$ 110.00

Darry Evans - One Session  
 One TV:30 (Sarasota - Bradenton)

PRODUCTION:TALENT \$ 190.00

10/31/02 - 11:00 - 12:00 Record, Edit, Mix, Transfer

POLITICAL ADVERTISING IS PAYABLE WITHIN  
 TEN DAYS OR BY 5:00 PM ON MONDAY PRECEDING  
 THE ELECTION, WHICHEVER COMES FIRST. POLITICAL  
 INVOICES NOT PAID BY ELECTION DAY WILL ACCRUE  
 INTEREST AT THE RATE OF 1 1/2% PER MONTH.

PRODUCTION \$ \_\_\_\_\_

POSTAGE/TRANSPORT \$ \_\_\_\_\_

INVOICE TOTAL (NET) \$ 390.00

24.04.403.4671



## STATEMENT

INVOICE NO. 1200

PRODUCTIONS  
INC.

3202 EAST 21st STREET / TULSA, OKLAHOMA 74114-1811 / (918) 744-1221

ATT: Jason  
Quantum Strategies  
1611 S. Utica  
Tulsa, OK 74104

ACCOUNT Jan Schneider for Congress  
AGENCY Quantum Strategies  
DATE Nov. 1, 2002  
JOB/SPOT NO. "One Candidate" TV Spots  
P.O. NO. (per Jason)

## STUDIO:

RECORDING HOURS	<u>1 1/2</u>	@	<u>80.00</u>		<u>120</u>	<u>\$100.00</u>
TAPES (SIZE) <u>WebDubs</u>	<u>2</u>	@	<u>30.00</u>			<u>\$60.00</u>
(SIZE <u>"</u> )		@				\$
(SIZE <u>"</u> )		@				\$
(SIZE <u>"</u> )		@				\$
CASSETTES		@				\$
MUSIC/EFFECTS	<u>Previously billed</u>					\$

## TALENT:

Barry Evans - Two sessions  
Two TV:30's (Sarasota-Bradenton)

STUDIO \$ 160.00

## PRODUCTION:

11-1-02 - 11:30 ~ 12:15 Recrd, Edit, Mix, Transfer  
4:15 - 4:30 Record, Mix  
4:35 - 4:50 Transfer

TALENT \$ 390.00

POLITICAL ADVERTISING IS PAYABLE WITHIN  
TEN DAYS, OR BY 5:00 PM ON MONDAY PRECEDING  
THE ELECTION,WHICHEVER COMES FIRST. POLITICAL  
INVOICES NOT PAID BY ELECTION DAY WILL ACCRUE  
INTEREST AT THE RATE OF 1 1/2 PER MONTH.

PRODUCTION \$ \_\_\_\_\_

POSTAGE/TRANSPORT \$ 540.00

INVOICE TOTAL (NET) \$ \_\_\_\_\_

24-04-408-4672

## STATEMENT

INVOICE NO. 12541



3202 EAST 21st STREET / TULSA, OKLAHOMA 74114-1811 / (918) 744-1221

~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~

Jason McIntosh  
 Quantum Strategies  
 1611 South Utica  
 Tulsa, OK 74104

ACCOUNT Jan Schneider for Congress  
 AGENCY Quantum Strategies  
 DATE October 30, 2002  
 JOB/SPOT NO. K. Harris Video  
 P.O. NO. (per: Larry)

## STUDIO:

RECORDING HOURS	1 1/2	@	80.00	\$	120.00
TAPES (SIZE) WebDub	1	@	20.00	\$	20.00
(SIZE " )		@		\$	
(SIZE " )		@		\$	
(SIZE " )		@		\$	
CASSETTES		@		\$	
MUSIC/EFFECTS	FC: Two Selections - Program/Non-Broadcast			\$	140.00

## TALENT:

STUDIO \$ 260.00

Dick Schmitz - One Session  
 Script 2 1/2 Minutes  
 (TRT - 5 minutes)

## PRODUCTION:

TALENT \$ 200.00

10/25/02 - 10:30 - 10:45 Music  
 11:00 - 11:15 Transfer  
 11:00 - 12:00 Prep., Record, Edit, Transfer

POLITICAL ADVERTISING IS PAYABLE WITHIN  
 TEN DAYS OR BY 5:00 PM ON MONDAY PRECEDING  
 THE ELECTION, WHICHEVER COMES FIRST. POLITICAL  
 INVOICES NOT PAID BY ELECTION DAY WILL ACCRUE  
 INTEREST AT THE RATE OF 1 1/2% PER MONTH.

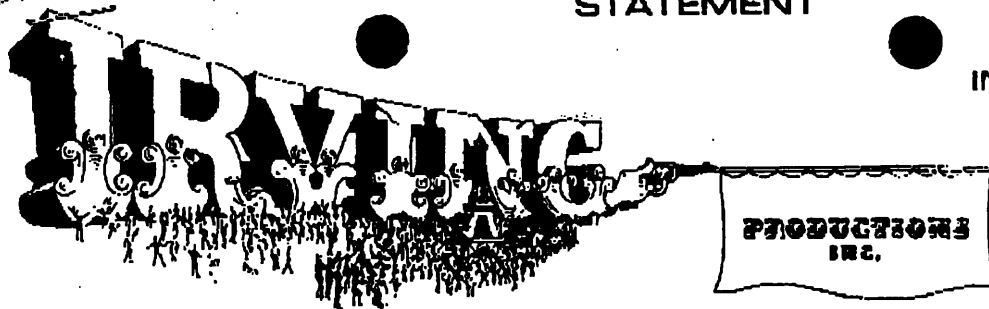
PRODUCTION \$

POSTAGE/TRANSPORT \$

INVOICE TOTAL (NET) \$ 480.00

## STATEMENT

INVOICE NO. 12025



3202 EAST 21st STREET / TULSA, OKLAHOMA 74114-1811 / (918) 744-1221

Attn: Jason  
 Quantum Strategies  
 1611 S. Utica  
 Tulsa, OK 74104

ACCOUNT Jan Schneider for Congress  
 AGENCY Quantum Strategies  
 DATE October 31, 2002  
 JOB/SPOT NO. "One Candidate" TV Spot A & Rev.  
 P.O. NO. (per: Jason)

STUDIO:

RECORDING HOURS	2	@	80.00	\$	160.00
TAPES (SIZE) WebDup	3	@	6.00	\$	18.00
(SIZE) WebDup	1	@	30.00	\$	30.00
(SIZE) "		@		\$	
(SIZE) "		@		\$	
CASSETTES		@		\$	
MUSIC/EFFECTS	<u>"Searching for a Symbol" GM-045 (TV - Florida Intrastate)</u>			\$	120.00

TALENT:STUDIO \$ 328.00

Barry Evans - Two Sessions  
 One TV:30 (Sarasota-- Bradenton)

PRODUCTION:TALENT \$ 220.00

10/30/02 - 10:45 - 11:45 Record, Edit, Mix, Transfer  
 1:20 - 1:35 Edit, Transfer  
 4:00 - 4:30 Transfer  
 4:35 - 4:50 Record, Edit, Mix, Transfer

POLITICAL ADVERTISING IS PAYABLE WITHIN  
 TEN DAYS OR BY 5:00 PM ON MONDAY PRECEDING  
 THE ELECTION, WHICHEVER COMES FIRST. POLITICAL  
 INVOICES NOT PAID BY ELECTION DAY WILL ACCRUE  
 INTEREST AT THE RATE OF 1 1/2% PER MONTH.

PRODUCTION \$ \_\_\_\_\_

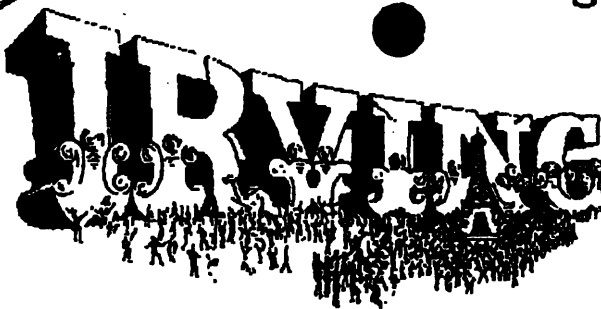
POSTAGE/TRANSPORT \$ \_\_\_\_\_

INVOICE TOTAL (NET) \$ 548.00

24 OCT 2002 14:54

## STATEMENT

INVOICE NO. 12541

PRODUCTIONS  
INC.

3202 EAST 21st STREET / TULSA, OKLAHOMA 74114-1811 / (918) 744-1221

~~XXXXXXXXXXXX~~ Jason McIntosh  
~~XXXXXXXXXXXX~~ Quantum Strategies  
~~XXXXXXXXXXXX~~ 1611 South Utica  
~~XXXXXXXXXXXX~~ Tulsa, OK 74104

ACCOUNT Jan Schneider for Congress  
 AGENCY Quantum Strategies  
 DATE October 30, 2002  
 JOB/SPOT NO. K. Harris Video  
 P.O. NO. (per: Larry)

## STUDIO:

RECORDING HOURS	1 1/2	@	80.00	\$	120.00
TAPES (SIZE) <u>WebDub</u>	1	@	20.00	\$	20.00
(SIZE " )		@		\$	
(SIZE " )		@		\$	
(SIZE " )		@		\$	
CASSETTES		@		\$	
MUSIC/EFFECTS	<u>FC: Two Selections - Program/Non-Broadcast</u>			\$	140.00

## TALENT:

STUDIO \$ 260.00

Dick Schmitz - One Session  
 Script 3 1/2 Minutes  
 (TRT - 5 minutes)

## PRODUCTION:

TALENT \$ 200.00

10/25/02 - 10:30 - 10:45 Music  
 11:00 - 11:15 Transfer  
 11:00 - 12:00 Prep., Record, Edit, Transfer

POLITICAL ADVERTISING IS PAYABLE WITHIN  
 TEN DAYS OR BY 5:00 PM ON MONDAY PRECEDING  
 THE ELECTION, WHICHEVER COMES FIRST. POLITICAL  
 INVOICES NOT PAID BY ELECTION DAY WILL ACCRUE  
 INTEREST AT THE RATE OF 1 1/2% PER MONTH.

PRODUCTION \$

POSTAGE/TRANSPORT \$

INVOICE TOTAL (NET) \$ 480.00

24.04.408.4675



**22 Fourth Street - 16th Floor  
San Francisco, CA 94103  
Phone:(415) 645-9200**

# Invoice

Date	Invoice Number
10/31/2002	2228

**Bill To**

**Quantam Strategies**  
**P O Box 57**  
**Sarasota, FL 34230**

P.O. NO.	TERMS	DUE DATE	REP	INSERTION ORDER NO.
	Net 30	11/30/2002	AO	325
DESCRIPTION				AMOUNT
Jan Schneider Congressional Campaign Campaign dates: 10/28/02 - 11/5/02  October 2002 billing				1,000.00
TOTAL				\$1,000.00

**Please remit to:**

**Salon Media Group, Inc,  
Dept 33444  
P O Box 39000  
San Francisco, CA 94139**

## Select Advertiser

**Advertiser\***

**Start Date\***  [mm/dd/yyyy]

**End Date\***  [mm/dd/yyyy]

**Report Tables\***

Executive Summary	▲
Advertiser Summary	
Campaign Summary	
Day of Month Delivery Information	
Day of Week Delivery Information	
Hour of Day Delivery Information	▼

**Graph Type\***

**Delimiter**

(Applicable to Export Function only)

24.04.408.4677

**Advertiser Report**  
**Schneider**

Campaign Delivery Information				
No.	Campaign	Imps	Clicks	Yield
1	Schneider_IO-325_text	341,928	313	0.09%
2	Schneider_IO-325_468	280,090	2,256	0.81%
	Total	622,018	2,569	0.41%

24.04.408.4678



salon media group

Insertion Order: # 325

Sales Manager: Anne O'Neill

Split: \_\_\_\_\_

New Advertiser/Agency ☒ Existing Advertiser/Agency ☐  
\*New advertisers require approved credit application before campaign can go live

### Advertising Insertion Order

Advertiser/Agency	Jan Schneider for Congress	Client	Jan Schneider for Congress
Company	Jan Schneider for Congress	Company	Salon Media Group
Contact	Jason McIntosh	Contact	Kevin Johannessen
e-mail	Jason.mcintosh@yahoo.com	e-mail	
Address	Schneider for Congress Campaign Headquarters 5131 N. Tamiami Trail Sarasota, FL	Address	

### Billing Instructions

Bill To: \_\_\_\_\_ Advertiser/Agency ☒ Client Agency agrees to pay any amounts unpaid by Client. \_\_\_\_\_  
(Initials)

Special Billing Instructions: Jason will be overnighing a check to Salon expected to arrive by 10/29/02 10/50/02

### Advertising Campaign Details

Description	Jan Schneider Congressional Campaign
Campaign Dates	10/28/02- 11/05/02
Details	Run of Network <input checked="" type="checkbox"/> Specific Targeting _____ breakout below



<b>Third party or Salon served</b> Salon <input type="checkbox"/> PO _____	<b>Third Party Serving</b> <input type="checkbox"/> Dart <input type="checkbox"/> Mediaplex <input type="checkbox"/> Other/specify _____ <input type="checkbox"/> Salon served Third-party contact and reporting log-in instructions:		<b>Third Party Rich Media</b> <input type="checkbox"/> Eyeblaster <input type="checkbox"/> EyeWonder <input type="checkbox"/> Unicast <input type="checkbox"/> Other/specify _____		
<b>Impressions</b>					
<b>Breakout</b>	<b>Size</b>	<b>Total Impressions</b>	<b>Specific Targeting</b>	<b>Rate</b>	<b>Net Cost</b>
10/28/02- 11/05/02	728x90	200,000	ROS	\$5.00	\$1,000.00
10/28/02- 11/05/02	Textlink	200,000	ROS	\$3.00	Value-Add
<b>Production Charges</b>					
<b>Total Program Cost</b>		400,000		\$2.50	\$1,000.00

## Salon Media Group Contact Information

**Sales Manager:** Anne O'Neill  
**Account Manager:** Kevin Johansson  
**Traffic Contact:** Heather Curran

Capitalized terms used but not defined herein shall have the meanings assigned to them in the attached Terms & Conditions

<b>Acceptance:</b>	Advertiser and Advertiser's Agency identified above (collectively "Advertiser") agree that the Advertiser's advertisement described in this Insertion Order (the "Advertisement") will be placed on www.salon.com (the "Site") for the period of time set forth herein (the "Campaign").
<b>Media Requirements and Ad Specifications:</b>	See "MEDIA REQUIREMENTS AND AD UNIT SPECIFICATIONS" within this document. Specifications may also be found online at: <a href="http://www.salon.com/adsales/index4.html">http://www.salon.com/adsales/index4.html</a>
<b>Reporting:</b>	Online tracking reports are updated daily. Access information including login URL and password for the Advertiser will be sent to Advertiser at the beginning of the Campaign.
<b>Changes:</b>	Changes to any part of the Campaign will be made by Salon Media Group no sooner than forty-eight (48) hours after Salon Media Group's receipt of such requested changes, in writing.
<b>Terms of Payment:</b>	Advertiser must deliver to Salon Media Group a signed Insertion Order together with creative(s) and copy (if needed) for the Advertisement at least three (3) business days prior to the scheduled beginning of the Campaign. Advertiser will be invoiced monthly following the day the Advertisements go live and payment is due on the 15 <sup>th</sup> day following the date of each invoice. Advertiser is required to pay a deposit in the amount of \$_____ to Salon Media Group prior to the start of the Campaign. Such Campaign deposit will be retained by Salon Media Group and applied to the Campaign closing balance. Delinquent accounts will be subject to interest in the amount of one and one-half percent per month or the maximum amount permitted under applicable law on all unpaid amounts, plus collection costs (including, without limitation, attorney's fees).
<b>Make Good Period</b>	Salon Media Group shall have a period of thirty (30) days after the scheduled end of the Campaign to deliver any number of impressions that were ordered by Advertiser but not delivered by Salon Media Group during the Campaign.

## TERMS & CONDITIONS

1. These Terms and Conditions (together with the attached Advertising Insertion Order, the "Agreement") set forth the terms and conditions which govern the provision of advertising on the Salon Media Group, Inc. ("Salon Media Group") site on the World Wide Web (the "Site"). This Agreement becomes effective as a binding contract when signed by the advertiser, and accepted and approved by Salon Media Group. This Agreement will cover only the advertising (the "Advertising") of the advertiser signing the attached Advertising Insertion Order (the "Advertiser") and will apply throughout the duration of time during which such advertising is scheduled to be published (and/or is actually published) by Salon Media Group (such publication of the Advertising during such time period, the "Campaign"). In the event that Advertiser's agency ("Agency") executes this Agreement, Agency hereby confirms that Agency has the authority to bind Advertiser.

2. All Advertising materials are to be delivered in the manner and form specified by Salon Media Group within the MEDIA REQUIREMENTS AND AD SPECIFICATIONS of the Agreement. Salon Media Group reserves the right to reject in good faith any Advertising, or to require the Advertiser to edit or modify the Advertising to conform to any programming and/or operating policies of Salon Media Group before displaying the Advertising on the Site.

3. Placement of Advertising constitutes a specific representation by the Advertiser that the Advertiser is not insolvent and that the fees for the Advertising will be paid in full. All advertising fees are to be paid in full within 15 days of the date of the invoice from Salon Media Group. Orders are subject to any applicable state and local taxes; the Advertiser will be responsible for paying any such taxes imposed at any time whatsoever on the display of the Advertising. Delinquent accounts are subject to monthly interest and service charges at the rate of 1 1/2% per calendar month (18% per annum) or the maximum allowed by law on the unpaid balance, plus collection costs (including, without limitation, reasonable attorneys' fees), until paid in full. If any bill becomes delinquent, Advertiser agrees that Salon Media Group may suspend further publication of the Advertising on the Site and demand and receive prepayment for the full Campaign, plus any costs of such suspension incurred by Salon Media Group, before resuming publication, or terminate this Agreement upon notice to Advertiser. In the event Salon Media Group terminates this Agreement, all charges for Advertising displayed prior to the effective date of termination, plus any costs of cancellation incurred by Salon Media Group, will be immediately due and payable upon notice of such termination. Agency agrees that in the event of a default by Advertiser of Advertiser's payment obligations, Agency will pay all amounts outstanding upon notice from Salon Media Group.

4. NO CANCELLATION OF THE CAMPAIGN OR TERMINATION OF THIS AGREEMENT by Advertiser is permitted except as set forth in Section 8, below, and except that Advertiser may terminate this Agreement upon written notice to Salon Media Group in the event of Salon Media Group's sole and material failure to deliver core Campaign elements (excluding bonus and make-good items), which are listed in the Advertising Campaign Details section of the attached Advertising Insertion Order, after notice from Advertiser and thirty days' opportunity to cure (not including any available "make good"

period). Advertiser hereby acknowledges that Salon Media Group will incur preproduction costs, service costs and lost opportunity costs following the acceptance by Salon Media Group of Advertiser's order hereunder.

5. Salon Media Group reserves the right to revise the advertising rates applicable to the placement of advertising on the Site upon thirty (30) days written notice to the Advertiser. In such event, the Advertiser may terminate this Agreement without penalty by written notice to Advertiser's letterhead to Salon Media Group, which must be received by Salon Media Group prior to the effective date of the revised rates.

6. The Advertiser agrees that Salon Media Group's liability for any error in the placement or display of the Advertising will not exceed an amount equal to the proportionate charge for the specific item of Advertising in dispute. If Salon Media Group is unable to publish the Advertising on any day, or otherwise in accordance with any schedule, specified in this Agreement, due to a system or transmission failure, due to the absence of available placement location, or for any other reason beyond its reasonable control, such failure to display the Advertising will not constitute a breach of this Agreement. In the event that Salon Media Group is unable to deliver an adequate number of impressions to compensate for such shortfall during the "make good" period set forth in the attached Advertising Insertion Order, and if such failure to display the Advertising was not caused by an act or omission of the Advertiser or any of its agents, Salon Media Group will allow a pro-rata reduction in the advertising fees due hereunder, or will serve additional impressions to cover any such shortfall, at the Advertiser's election, after the conclusion of the "make good" period. The term "impressions," as used herein, means the number of times the Advertising is downloaded (and presumably viewed) by end users. THE FOREGOING STATES SALON MEDIA GROUP'S ENTIRE LIABILITY AND THE ADVERTISER'S SOLE AND EXCLUSIVE REMEDY, OTHER THAN TERMINATION OF THIS AGREEMENT PURSUANT TO SECTION 4 HEREOF, FOR SALON MEDIA GROUP'S FAILURE TO DISPLAY THE ADVERTISING AND/OR ERROR IN THE PLACEMENT OR DISPLAY OF THE ADVERTISING. In the event that Salon Media Group is unable to provide the Advertising on the schedule set forth in the attached Advertising Insertion Order by reason of an act or omission of the Advertiser or any of its agents, Salon Media Group will be entitled to full payment of all charges for the Advertising and will not be required to serve any additional impressions to cover such shortfall.

7. The Advertiser represents and warrants that the Advertising submitted to Salon Media Group is truthful and will not: (i) violate any international, federal, state or local law or regulation; (ii) infringe any copyright or trademark or other intellectual property or proprietary right of any third party; (iii) in any way violate or infringe upon any person or entity's privacy right, right of publicity, or any other right of any person or entity; (iv) contain, or contain references or links to any area which contain, any material which is unlawful, harmful, abusive, hateful, obscene, threatening, libelous or defamatory. The Advertiser acknowledges and agrees that Salon Media Group may terminate this Agreement and remove the Advertising if Salon Media Group believes in its sole discretion that the Advertising may be in violation of this Section. In the event of such termination, Salon Media Group will be entitled to receive full payment for all charges incurred through the effective date of termination.

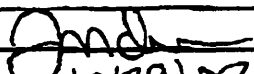
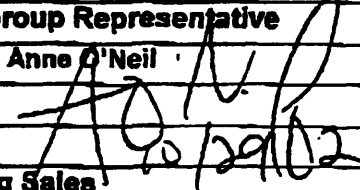
8. Advertiser will not solicit, encourage, or cause others to solicit or encourage any employees of Salon Media Group or other parties to terminate their employment with Salon Media Group or to breach any contractual or other arrangement with Salon Media Group.

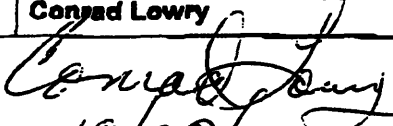
9. EXCEPT AS SET FORTH ABOVE, SALON MEDIA GROUP PUBLISHES THE ADVERTISING AND PROVIDES THE ADVERTISING SPACE ON THE SITE TO THE ADVERTISER ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SALON MEDIA GROUP WILL NOT BE LIABLE TO THE ADVERTISER FOR INDIRECT, INCIDENTAL, SPECIAL, EXTRAORDINARY, OR CONSEQUENTIAL DAMAGES, EVEN IF THE ADVERTISER HAS INFORMED SALON MEDIA GROUP OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SALON MEDIA GROUP'S LIABILITY HEREUNDER EXCEED THE GREATER OF THE AMOUNTS PAID TO SALON MEDIA GROUP BY ADVERTISER HEREUNDER OR ONE THOUSAND DOLLARS (\$1,000).

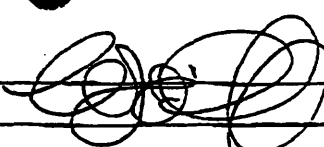
10. Advertiser will defend, indemnify, and hold Salon Media Group harmless from and against any and all claims, actions, liabilities, losses, damages, settlements, judgments, arbitration awards, costs, and expenses, including, without limitation, attorneys' fees and expenses (collectively, "Claims") resulting from, arising out of or relating to the Advertising and/or Salon Media Group's publication of the Advertising. Salon Media Group will promptly notify Advertiser in writing of any such Claim and will allow Advertiser to control, and will cooperate with Advertiser in, the defense and all related settlement negotiations; provided, however, that Salon Media Group may participate in such defense and negotiations through counsel of its own choosing at its own expense. Advertiser will reimburse Salon Media Group for all expenses incurred by Salon Media Group through such cooperation with Advertiser in the defense and related settlement negotiations. No settlement of a Claim may be made by Advertiser without the prior written consent of Salon Media Group, which shall not be unreasonably withheld.

11. This Agreement, including the Advertising Insertion Order attached hereto, constitutes the full and complete understanding of advertiser and Salon Media Group as to the subject matter hereof and may not be altered or modified, except by written amendment which is duly executed by both parties. This Agreement will be construed and governed in accordance with the laws of the State of California, excluding the application of its conflicts of law rules and the United Nations Convention on Contracts for the International Sale of Goods. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms. No waiver by Salon Media Group of a breach of any provision hereof shall be construed as a waiver of any future breach or a waiver of such provision. This Agreement may not be assigned by Advertiser, except in the event of a merger, acquisition or sale of assets of Advertiser. This Agreement may be assigned by Salon Media Group. Except for the obligation to pay monies due, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party. The obligations set forth in Sections 3, 5, 7, 8, 9, 10 and 11 will survive the termination or expiration of this Agreement.

By signing below, Advertiser, or Agency, as the authorized agent of Advertiser, agrees to purchase and pay in full for the above advertising and services, and to fully comply with the terms and conditions contained herein and in the attached Terms & Conditions. Advertising is for the time period stated above and will be billed on a monthly basis.

Agency/Advertiser Representative		Salon Media Group Representative	
Printed name:	Jason McIntosh	Printed name:	Anne O'Neil
Signature:		Signature:	
Date:	10/29/02	Date:	10/29/02
Controller		VP, Advertising Sales	
Printed name:	Conrad Lowry	Printed name:	Cheryl Lucanegro

  
10/28/02

Signature:		Signature:	
Date:		Date:	

Date Received:	Insertion Order #:	Payment Received:	Ad ID # 1:
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### MEDIA REQUIREMENTS AND AD UNIT SPECIFICATIONS

UNIT Specifications				
Dimensions	Accepted media	Maximum file size	Animation	Third Party Delivery
336x280 message board	Flash, HTML, GIF, JPEG	25k for initial movie 80k for subsequent downloads	Flash or GIF / 3 loops	Accepted
728x90 leader board	Flash, HTML, GIF, JPEG	18k	Flash or GIF / 3 loops	Accepted
728x60	Flash, HTML, GIF, JPEG	18k	3 loops/5 frames max	Accepted
468x60	GIF, JPEG, Java, Flash, HTML	12k	3 loops max	Accepted
406x48 sponsor bar	GIF, JPEG	8k	none	No
125x125	GIF, JPEG, HTML	8k	3 loops / 5 frames	Accepted
125x240	GIF, JPEG, HTML	10k	3 loops / 8 frames	Accepted
125x480 (site covers only)	GIF, JPEG, HTML	12k	3 loops / 8 frames	Accepted
120x600 125x600 (site covers only)	GIF, JPEG, HTML	17k	3 loops / 5 frames	Accepted
Business showcase text links	Vectorized file of logo	36 characters	none	No
Popup (400x400 max)	Flash, HTML, GIF, JPEG	30k	7 second timeout	Accepted
180x600 (Table Talk only)	HTML, GIF, JPEG	25k	3 loops / 5 frames	Accepted
Roadblock	Flash, HTML, GIF, JPEG	42k	1 loop / 1 Flash component	Accepted
Splash Interstitial (700x480 max)	Flash, animated GIF	42k	0 Loop, 8 Seconds	No

#### 1. General Requirements and Specifications

If a banner requires a plugin, advertisers must test in all versions of the plugin currently available. Advertisers must test banners to function cross-platform in 3.0, 4.0 and 5.0 browsers -- in Netscape, Internet Explorer and AOL browser versions.

Rich media/HTML files must be delivered in zipped archives.

*Accepted rich media and ad technologies*

Salon has pre-tested and certified the following:

- Bluestreak
- Eyebaster
- ByeWonder
- Point Roll
- Shoshkojes

10/28/02

- Unicast

#### HTML

HTML code must be contained within a single TABLE tag. Nested tables are not allowed. All table cells must have width attributes. All images must have height and width attributes.

#### Shockwave/Flash

Not all browsers are Shockwave/Flash capable. Advertisers must provide a backup GIF or JPEG image with all Shockwave/Flash ads. Advertisers must also provide .Fla file. All Flash creatives must be optimized for Flash 4.0.

#### Java/Active-X

Not all browsers support Java, and users can disable Java. Advertisers must provide a backup GIF or JPEG with each Java/Active-X ad. Source must be provided. External links must be specified in PARAM tags to allow click-through tracking.

#### DHTML

DHTML ads are accepted on a case-by-case basis and require editorial approval.

### 2. Ad Acceptance

Y = Generally accepted

A = Requires editorial approval and special technical testing

N = Not accepted

Category	Ad type	Salon sites	Table Talk
Simple creative	GIF	Y	Y
	JPEG	Y	Y
Rich media	HTML	Y	Y
	Java	A	N
	Enliven	A	N
	Flash	A	N
	Shock-wave	A	N
	DHTML	A	N
	Audio in banner	N	N
	Video in banner	A	N
	Interstitials/Superstitals	A	N

### 3. Delivery

All text and GIF or JPEG banners must be received at least 3 business days prior to the launch date of the campaign.

All rich media ad creative must be delivered 5 (five) business days prior to the launch date of the campaign.

All Roadblock ad creative must be delivered 10 (ten) business days prior to the launch date of the campaign.

Failure to deliver media on time will result in delays in the launch of the campaign and may force Salon to re-schedule the campaign.

GIF and JPEG banners must be delivered to Salon via email. Please specify if the ad has been compressed or encoded in any way. Rich media/HTML must be delivered as zipped archives.

A specific URL link (click-through destination) must be included with every ad, along with an ad name for reporting purposes. Please provide 25 characters of alt text if necessary.

Salon reserves the right to reject any ad based on content or images contained in the banner.

### 4. Third Party Ad Serving

#### Agreement of Third Party Ad Servers and Salon

Third Party Ad Server agrees that all ads served on the Salon network, in accordance with this Agreement, must be submitted to Salon for approval prior to placement.

Salon shall have the absolute right, in its sole discretion, to accept or reject any ad for any reason or for no reason. Specifically, Third Party Ad Server cannot serve substitute ads for the approved advertisers unless approved by Salon. Third Party Ad Server shall not modify, alter, edit, replace or supplement any ads that have been approved by Salon for placement on the Salon network. Technical modifications, necessary to properly serve the ads must also be approved, in advance, by Salon.

#### Third Party Served Rich Media

Salon prefers STANDARD third party images and tags. Rich media ads served by a third party can slow down the rendering of Salon pages and often require re-coding for tracking clicks.

We are willing to allow for a 15% discrepancy rate between Salon's numbers and any third party's numbers. Weekly reports from your account managers will eliminate any major discrepancies.

### 5. Rich Media

Salon requires 5 business days to test and tune rich media to work with our site infrastructure and technology.

All rich media ads must be delivered in full working order and function cleanly on common browser and operating system

**EXHIBIT H**

24.04.408.4685

**SUSAN CHAPMAN**

ATTORNEY AT LAW

1800 SECOND STREET

SUITE 799

SARASOTA, FLORIDA 34236

TELEPHONE (941) 365-4546

FACSIMILE (941) 366-8624

ALSO LICENSED IN MISSOURI

April 8, 2003

Jan Schneider  
487 Meadowlark Drive  
Sarasota, Florida 34236-1901

RE: Claim of Janet Hall

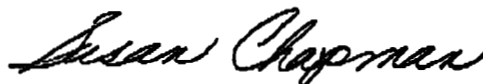
Dear Ms. Schneider:

This letter is to summarize the action I took on your behalf to resolve the claim of Janet Hall. I received a letter dated December 4, 2002, from Dennis J. Plews, who represented himself as the attorney for Michael Shelton. Enclosed with that letter was a letter from Robert Sonnenthal, an attorney from Washington, D.C.

Robert Sonnenthal demanded payment from your campaign under a contract for services with Janice Hall for the periods from February until August, 2002. I spoke by telephone with Mr. Sonnenthal on December 27, 2002. Mr. Sonnenthal told me that you owed Janet Hall approximately \$14,000 under a contract for unspecified services. I asked Mr. Sonnenthal to detail what services Ms. Hall had actually provided, as it was my understanding that Ms. Hall did not actually provide the services for which she contracted. Mr. Sonnenthal agreed to provide me with a detailed accounting of the services Ms. Hall actually performed on behalf of your campaign. I have not received the promised accounting, nor have I received any additional demands from Ms. Hall or her attorney.

I assume that Ms. Hall has abandoned her claim for payment

Sincerely,



Susan Chapman  
Attorney at Law

SLC/jcy

LETTER AGREEMENT

This is to reflect our agreement for the provision of my services to your campaign. I would agree to provide strategic advice for your campaign, which would include the following:

1. provide introductions and act as liaison to influential officials in the Democratic Party and in the Democratic Party community
2. ideas and key persons regarding fundraising strategy and fundraising in general
3. other strategic ideas for outreach

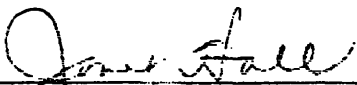
For these services, you would agree to compensate me at a rate of ~~\$2,000~~ <sup>1,500</sup> per day for a minimum of two (2) days per month and for my out-of-pocket expenses. These fees would be payable on a monthly basis within two (2) weeks after the conclusion of the month.

This arrangement would apply retroactively for services provided beginning in February, except payment for February and March services will be for the exact number of agreed days. This payment would be made at the earliest possible date, but no later than April 30, 2002.

This contractual agreement may be terminated with fifteen (15) calendar days written notice by either party to the agreement. This does not release the obligation to pay fees for services rendered until that time.

Thank you very much. I look forward to working with you.

ACKNOWLEDGED AND AGREED TO BY:



Janet Hall  
4627 Yuma St, NW  
Washington, DC 20016

Dated:

April 17, 2002



Jan Schneider  
487 Meadowlark Dr  
Sarasota, FL 34236

Dated:

4/17/02

24-04-408-4687



**EXHIBIT I**



22.04.408.4688

3608 Country Place Lane  
Sarasota, FL 34233-2120  
March 25, 2003

Federal Election Commission  
Office of General Counsel  
Washington, D.C. 20463

Dear General Counsel:

This letter is in regard to MUR#5350.

With respect to Item #3, Joseph F. Kalish, and Lynn Schneider Kalish, Jan's sister, each contributed \$2,000 of our own money to the campaign. Of that amount, \$1,000 was designated for the Primary and \$1,000 was designated for the General Election. Michael Shelton indicated that one check for \$2,000 each would be fine. We then each delivered our checks and campaign forms to Michael Shelton. Jan explained to us that the \$1,000 designated for the General election would be returned to us if she lost the Primary. Indeed, Lynn later saw documents at Jan's office listing money to be withheld pending the Primary outcome.

As for Item #4, the accusation that Harold Schneider provided us funds for campaign contributions is simply not true. The money we contributed to Jan Schneider's campaign was out of our own pockets. Harold did not subsidize our contributions. We contributed to the campaign because we wanted to help Jan win the election.

With regard to item #10, Jan stated over and over again, both to campaign workers and in public forums, that she would not run a negative campaign or use any anti-personal "attack" ads. Lynn was present when Jan was shown what was represented as a "proposed" attack ad (although later turned out already to have been substituted on the air for one approved by Jan). The ad in question featured ugly pictures of Katherine Harris, mentioned RISCORP and ENRON, and criticized Ms. Harris. Lynn saw Jan become very angry upon viewing the videotape, and she heard Jan loudly proclaim something along the lines of "No way! No how! Destroy that trash!"

We greatly admire Jan Schneider and her reasons for running. We have not retained counsel at this time, as we believe there is no need to do so. Please let us know if you need any additional information.

Respectfully submitted,

  
Lynn Schneider Kalish

  
Joseph F. Kalish

**EXHIBIT J**

44-04-408-4690

Michael J. Shelton

v

MUR #5350

Jan Schneider, Candidate  
Schneider for Congress

**DECLARATION OF SHAHLA ARBABI**

Shahla Arbabi declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States, residing at the address in Washington, D.C.

to which the FEC has already sent mail.

3. Jan Schneider and I have been good friends for many years.

4. During the period of the primary election, I wrote a check for \$2,000 to Schneider for Congress, designated as \$1,000 for the primary election and \$1,000 for the general election. I understood from the Schneider campaign brochure with the contribution form and other sources that I could make out a single check, so long as I indicated that the contribution was for two separate elections – which was my stipulated intent.

5. I made this contribution from my own funds. I did so because I greatly admire the policies and ideals Jan has worked for and think that she would be an excellent representative. Also, Jan has been very generous in helping me on many of my artistic endeavors over the years.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 8, 2003.

  
Shahla Arbabi

Michael J. Shelton

v

MUR #5350

Jan Schneider, Candidate  
Schneider for Congress

**DECLARATION OF ELAHE MIR-DJALALI**

Elahé Mir-Djalali declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. The FEC already has an address, having sent me correspondence in connection with the above-referenced MUR.
3. Jan Schneider and I have been good friends for many years. Ms. Schneider has also, on several occasions, served as my lawyer.
4. Upon learning that Ms. Schneider was seeking election to the United States House of Representatives, I was anxious to help her and to support her campaign.
5. During the period of the primary election, I wrote a check for \$2,000 to Schneider for Congress, \$1,000 for the primary election and \$1,000 for the general election. I understood from the Schneider campaign brochure and from conversations with Ms. Schneider that I could make out a single check, so long as I indicated that the contribution was for two separate elections. Ms. Schneider also told me that, if she failed to win the primary, my contribution for the general election would be returned.
6. My contribution was entirely voluntary – indeed, enthusiastically given. It came entirely from my own personal funds.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 14, 2003.

  
Elahé Mir-Djalali

**Michael J. Shelton**

**v**

**MUR #5350**

**Jan Schneider, Candidate**

**Schneider for Congress**

**Jan Schneider, Treasurer Carroll F. Johnson, Treasurer**

**DECLARATION OF SETH SCHNEIDER**

**Seth Schneider declares and states:**

- 1. I am over the age of 18 and competent to make this declaration.**
- 2. I am a citizen of the United States.**
- 3. Jan Schneider, who was a Democratic candidate for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002, is my sister.**
- 4. During the period of the primary election, I wrote a check for \$2,000 to Schneider for Congress, designated as \$1,000 for the primary election and \$1,000 for the general election. Before turning over the check, I was informed by Jan that, if she was unsuccessful in the primary, the second \$1,000 would be returned.**
- 5. Contrary to the accusation in the Affidavit by Michael Shelton, my contributions to my sister Jan's campaigns were not made from funds provided by my father, Harold Schneider, or anyone else for that purpose. No part of the funds represented the proceeds of any gift, the purpose of which was to provide funds to be contributed. I wanted to help my sister seek election to Congress, and my decisions in this regard were not controlled by any other individual.**
- 6. During the period of the primary election, my daughter Katherine Schneider, who was then 18, and my son Samuel, then 15, each also made contributions totaling \$2,000**

toward their aunt's election efforts, designated as \$1,000 for the primary and \$1,000 for the general election. To my knowledge, the funds contributed were owned exclusively by each of my children, and each of them knowingly and voluntarily made their own decisions to contribute to assist their aunt. Their contributions were not made from the proceeds of any gift -- from their grandfather Harold Schneider, from me or from anyone else -- the purpose of which was to provide funds to be contributed contributions.

7. I will be glad to assist the Federal Election Commission by providing any further information that may be necessary or desirable. The FEC has my address, and my phone number is 508-994-5052. My daughter Kate is currently in college in Canada, but she has assured me that she too is anxious to cooperate and will independently confirm the material in this declaration or otherwise assist the FEC. My son Sam has expressed similar sentiments.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 21, 2003.



Seth Schneider

**Michael J. Shelton**

v

**MUR #5350**

**Jan Schneider, Candidate  
Schneider for Congress**

**Jan Schneider, Treasurer Carroll F. Johnson, Treasurer**

**DECLARATION OF JANE TRAINOR**

Jane Trainor declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States.
3. Jan Schneider, who was a Democratic candidate for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002, is my husband, Seth Schneider's, sister.
4. During the period of the primary election, I wrote a check for \$2,000 to Schneider for Congress, designated as \$1,000 for the primary election and \$1,000 for the general election. Before turning over the check, I was informed by that, if Jan was unsuccessful in the primary, the second \$1,000 would be returned.
5. Contrary to the accusation in the Affidavit by Michael Shelton, my contributions to my sister-in-law Jan's campaigns were not made from funds provided by my father-in-law, Harold Schneider, or anyone else for that purpose. No part of the funds represented the proceeds of any gift, the purpose of which was to provide funds to be contributed. I wanted to help Jan seek election to Congress, and my decisions in this regard were not controlled by any other individual.



6. I will be glad to assist the Federal Election Commission by providing any further information that may be necessary or desirable. The FEC has my address, and my phone number is 508-994-5052.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 21, 2003.

  
Jane Trainor

**Michael J. Shelton**

**v**

**MUR #5350**

**Jan Schneider, Candidate**

**Schneider for Congress**

**Jan Schneider, Treasurer Carroll F. Johnson, Treasurer**

**DECLARATION OF JOSHUA TRAINOR**

Joshua Trainor declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States.
3. Jan Schneider, who was a Democratic candidate for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002, is my step-father, Seth Schneider's, sister.
4. During the period of the primary election, I wrote a check for \$2,000 to Schneider for Congress, designated as \$1,000 for the primary election and \$1,000 for the general election. Before turning over the check, I was informed by that, if Jan was unsuccessful in the primary, the second \$1,000 would be returned.
5. Contrary to the accusation in the Affidavit by Michael Shelton, my contributions to Jan's campaigns were not made from funds provided by Harold Schneider, or anyone else for that purpose. No part of the funds represented the proceeds of any gift, the purpose of which was to provide funds to be contributed. I wanted to help Jan seek election to Congress, and my decisions in this regard were not controlled by any other individual.

6. I will be glad to assist the Federal Election Commission by providing any further information that may be necessary or desirable. The FEC has my address, and my phone number is 508-994-5052.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 21, 2003.

  
Joshua T rainor

PAMELA KERR OMIIDYAR  
720 UNIVERSITY AVE. SUITE 200  
LOS GATOS, CA 95032

11-4288-4330  
1210  
0532598123  
Date June 27, 2002

2136

Pay to the Order of Jan Schneider for Congress \$ 4,000.00

Two thousand dollars & 00/100 DOLLARS



Memo Joint pymt

Pam Omidyar

Thank you for supporting Schneider for Congress!  
To make a donation, please fill out the information below and return to:

**Schneider for Congress**  
487 Meadowlark Drive  
Sarasota, FL 34236  
941-957-1950 • Fax 941-957-1952

or, visit our web site:  
www.Schneider-for-Congress.com

Name Pam + Jan Omidyar  
Address 720 University Ave, #200  
City Los Gatos State CA Zip 95032  
Occupation philanthropists  
If self-employed, check here ☐

**I AM MAKING A CONTRIBUTION AS CHECKED BELOW.**

- ☒ \$4,000 (couple - primary & general election; both spouses must sign)  
☒ \$2,000 (individual - primary & general election)  
☐ \$1,000 ☐ \$500 ☐ \$250 ☐ \$100 ☐ \$50  
☐ Other \_\_\_\_\_

**I PREFER TO PAY BY CREDIT CARD.**

☐ Master Card ☐ Visa  
Credit Card Number \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Name on Card \_\_\_\_\_  
Signature \_\_\_\_\_

**☐ I WILL WORK TO SUPPORT SCHNEIDER FOR CONGRESS AS A VOLUNTEER.**

Your contribution will be used in connection with a federal election and is subject to the limits and prohibitions of the Federal Election Campaign Act. Your contribution is not deductible for federal income tax purposes.

**Schneider**  
**CONGRESS**

Thank you for your contribution!



Print this page and mail it to:  
Schneider for Congress  
487 Meadowlark Drive  
Sarasota, FL 34236

RETURN TO SITE

Name

Pierre Omidyar

Address

720 University Avenue, #200

City

Los Gatos

State

California

Zip/Postal Code

95032

Email Address

Phone Number:

Fax Number:

Contribution Amount:

\$ 2000.00

Omidyar  
University Ave. Ste 200  
Gatos, CA 95032

1-103/210

96

6/30/02

gress"

Schneider for Congress

\$ 2,000.00

thousand only

Dollars

Bankers Trust Company

Bankers Trust Company  
280 Park Avenue, New York, New York 10017

*[Signature]*

NP

24.04.408.4700

Employer:

None

Occupation:

None

I confirm that the following statements are true and accurate:

- I am a United States citizen or a permanent resident alien.
- This contribution is not made from the general treasury funds of a corporation, labor organization or national bank.
- This contribution is not made from the treasury of an entity or person who is a federal contractor.
- The funds I am donating are not being provided to me by another person or entity for the purpose of making this contribution.
- I am at least 18 years old, or the funds I am donating are my own personal funds and I am donating these funds knowingly and voluntarily.

Federal Election law requires political committees to report the name, mailing address, occupation and name of employer for each individual whose contributions aggregate in excess of \$200 in a calendar year. Your contribution will be used in connection with Federal elections and is subject to the limits and prohibitions of the Federal Election Campaign Act.

Your contribution is not tax-deductible as a charitable contribution for Federal income tax purposes.

Signature:

*Diene M. Schneider*  
(Must be signed) BY MICHAEL MOHR

Dated: Tuesday, July 2, 2002

Verify the information on this application before signing it. When signed, postal mail it to:

Schneider for Congress  
487 Meadowlark Drive  
Sarasota, FL 34236

EXHIBIT K

NOB-4702

**THE SUNTRUST BANK STATEMENT,  
EXHIBIT K, HAS BEEN DELETED**

24.04.408.4703



**EXHIBIT L**

24,04,408,4704

**JUDD SHEA**  
**ULRICH ORAVEC**  
**WOOD & DEAN, P.A.**  
ATTORNEYS AT LAW

ROY E. DEAN\*\*  
STEVEN H. JUDD\*\*  
ALAN M. ORAVEC\*\*\*  
DONALD W. SCARLETT, JR.  
JOHN J. SHEA  
JOSEPH F. SUMMONTE, JR.  
RICHARD A. ULRICH  
CAROL W. WOOD

2940 South Tamiami Trail  
Sarasota, Florida 34239  
941.955.5100  
fax 941.953.2485  
www.juddshea.com

\*Board Certified Real Estate Lawyer  
\*\*Board Certified Business Litigation Lawyer  
\*\*\*Circuit Mediator  
\*Family Mediator

March 7, 2003

Susan L. Chapman, Esq.  
1800 Second Street, Suite 799  
Sarasota, Florida 34236

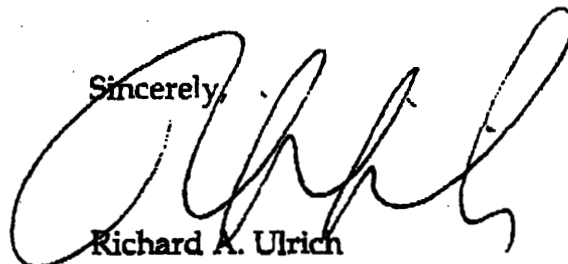
Re: Hack Swain Productions, Inc.

Dear Susan:

Thank you for your letter of March 4, 2003, along with Ms. Schneider's check in the amount of \$1,527.86. My client has executed the General Release and I enclose the original for your file.

I am glad this matter could be amicably resolved. If you should have any questions, please call.

Sincerely,



Richard A. Ulrich

RAU:lcr  
Enclosure  
cc: Hack Swain Productions, Inc.

# General Release

In consideration for the payment of \$1,527.96, the receipt of which is acknowledged, I, P. Anthony Swain, on behalf of Swain Film and Video, Inc. and Hack Swain Productions, Inc. release the Jan Schneider Campaign, Jan Schneider, and Harold Schneider from any liability for the cost of video services provided to the Jan Schneider Campaign in the 2002 election.

P. Anthony Swain PRES  
P. Anthony Swain, President

3/7/03  
Date

4706

**EXHIBIT M**

24.04.408.4707

04-14-2003 12:20 FAX

F&amp;L SERVICE CTR

002

Michael J. Shelton

v

MUR #5350

Jan Schneider, Candidate  
Schneider for Congress

**DECLARATION OF VIRGINIA HOFFMAN**

Virginia Hoffman declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. I am a resident of Sarasota, Florida, P.O. Box 2712, Sarasota, Florida 34230.
3. I was a volunteer on the campaign of Jan Schneider, who was a Democratic candidate for the United States House of Representatives for the Florida 1<sup>st</sup> Congressional District in 2002. For a couple of months, I would come to the headquarters one night a week and fill in for the volunteer coordinator, helping other volunteers perform tasks and answering the telephones. Upon watching an interview on WEDU toward the end of the campaign, I was so inspired by Ms. Schneider's performance that I decided to work full time for her campaign.
4. I found the lack of organization and management at the headquarters surprising and distressing. I never did accurately determine the role of Michael Shelton with the campaign. He was seldom present in the office and never offered any direction.
5. I was interested in performing productive tasks, and I noticed that Jason McIntosh seemed competent. Upon inquiring, I was told that Mr. McIntosh was there at Jan's request to assist Mr. Shelton. Based on this information and his apparent expertise, I decided to work with Mr. McIntosh. I performed tasks ranging from taking photographs and assembling press information, to cleaning and running errands and working on the election night party. My activities in connection with the election night party included investigating alternative venues, gathering bids on audio-visual rentals and purchase prices for similar television equipment, and

04-14-2003 12:21 FAX

F&amp;L SERVICE CTR

003

pricing food and beverages.

6. During this time, I witnessed numerous angry exchanges between Ms. Schneider and Mr. Shelton and between Ms. Schneider and Mr. McIntosh. It was hard to determine the origin of these arguments, but it was very clear to me that Jan did not approve of what was going on.

7. On the Friday before the election, I clearly remember Mr. McIntosh and myself showing Ms. Schneider a videotape of a new commercial at approximately 11:00 AM. Ms. Schneider becoming very upset about the video, and another major argument ensued.

8. Mr. Shelton later came back and said he was quitting the campaign. Ms. Schneider was not at headquarters at the time.

9. I remained at headquarters all day that Friday before election day, until approximately 9:00 PM. Mr. Shelton returned to the office at least twice in the course of the afternoon and evening. I personally witnessed Mr. Shelton throwing credit card vouchers in the garbage can and heard him complaining about other peoples' reimbursements. I also witnessed Mr. Shelton working on the computer.

10. That Friday afternoon and evening, although Ms. Schneider was not at headquarters, Misty Smeltzer kept threatening to quit.

11. Later that Friday night, I spoke with Ms. Schneider by telephone. Ms. Schneider stated that she was going to fire everyone known to be involved in airing the video without her knowledge and contrary to her express instructions. While Mr. McIntosh did come back into the office the next day and continued working on the campaign, I never saw Mr. Shelton or Ms. Smeltzer again at headquarters or at the election night party.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 14, 2003.

  
Virginia Hoffman

**EXHIBIT N**

24.04.408.4710

# Jan Schneider

## FOR CONGRESS

Sarasota, FL 34236

Telephone 941-957-1951

Fax 941-957-1951

November 11, 2002

**By Certified Mail**

Michael J. Shelton, Esq.  
426 Partridge Circle  
Sarasota, Florida 34236

**Dear Michael:**

**Thank you for your assistance on the Schneider for Congress campaign.**

**This is with regard to your recent invoice for \$39,277.84. As you know, I never asked you to lend money to the Schneider for Congress campaign; nor did you even inform me that you were doing so. Quite the contrary, when a problem arose with the delayed check for approximately \$71,000, I made specific arrangements with SunTrust Bank to notify me so that I could lend the money from my own account, in compliance with applicable law.**

**We will nevertheless, without prejudice, reimburse a portion of your claim at this time. This includes, with respect to Page Mailing Services, \$12,100.86 (\$11,953.86 plus 7% sales tax on \$2,100.00) and \$12,100.87 (\$11,953.87 + 7% sales tax on \$2,100.00) for the two mailers with copies of endorsements of which I was informed. It also includes, for Target Graphics, \$7,044.02 (including sales tax) for the same mailers, although they appear to have been more expensive than earlier versions of similar cards. Accordingly, enclosed is a check in the amount of \$31,245.75.**

**This leaves the question of the remaining charges for the Social Security mailer, which was never even shown to me (although it purports to be "Approved by Jan Schneider"). The apparent charges for this item are \$6,110.37 (\$6,036.87 + 7% tax on \$1,050.00) from Page Mailing and \$1,921.72 from Target Graphics, for a total of \$8,022.09.**

**Despite the baseless threats transmitted by you both orally and in writing, my position is as follows. Before reaching any decision as to any additional payment, I need to know in writing the details of various items sent out in my name without my consent. In particular:**

**-- With respect to the negative commercial mentioning Riscorp and Enron, which you not only ran without showing to me but also lied about when I vetoed any possibility of using it: Why was any advertisement broadcast (particularly indicating that it had been "Approved by Jan Schneider") without my prior knowledge and consent? When and by whom was this ad produced? Who decided and/or participated in the decision to air it without first showing it to me? Who knew that it was to be aired without my consent? On the day it was aired, who was informed it was being shown without my consent, and when? How much was paid and on whose authorization for airing this ad? Were there any other charges with respect to this ad, and if so how and by whom were they paid?**



November 11, 2002

Page 2

- Regarding the Social Security mailer, which I never saw until late on Election Night finding the first copy returned to my home by mail with an angry protest: Why was any mailer produced without my prior knowledge and consent? Why was it sent out (particularly indicating "Approved by Jan Schneider") without ever being shown to me in advance? To what groups of voters was it sent? Who decided and/or participated in the decision to send out this mailer without first showing it to me? Who knew in advance that it had been sent out without my consent? Were there any charges, other than those indicated above (Page Mailing and Target Graphics), with respect to this unauthorized mailer, and if so how were they paid and by whom?
- As to the letter or memorandum published in the Bradenton Herald as an ad purporting to be from me, which I have not yet even seen but only had read to me: Who wrote this document, which is nothing like anything I would ever draft? Why was any letter/memo sent out (forged) in my name without my knowledge or consent? Who decided and/or participated in the decision to send this communication to the paper without first showing it to me? Who knew in advance that it was to be sent without my consent? What charges were incurred with respect to this letter/memo, how were they paid and by whom?
- Next, why is some company in Oklahoma City hounding me about a bill for approximately \$17,500? If the bill is for "robocalls," for what possible reason did we go to Oklahoma -- particularly when I had a less expensive quote from Washington, D.C. and someone else (I believe, Robbie Robertson) had a much better proposal from within this Congressional district?
- Generally, are there to be any more shocks concerning advertisements purportedly approved, signed and/or otherwise authorized by me that were actually done without my knowledge or consent? Were any other similar unauthorized substantive campaign communications sent out -- whether by television, radio, mail or any other means -- indicating, directly or indirectly, that they had my approval? Also, are there any other substantial charges not discussed with me in advance to be expected? If there are any such additional advertisements, communications or bills, please provide full details in accordance with the questions relating to the items discussed above.

Finally, please provide me with computer disks with all of the financial information for Schneider for Congress, so that I may ensure that our FEC report is completed in a timely manner. Please also return all other campaign documents in whatever form (including on disks), although you are welcome to keep copies as you may wish. Thank you.

Sincerely,



Jan Schneider

Enclosure (check)

Cc: Ms. Marilyn Harwell  
Mr. Carroll F. Johnson

CAMPAIN ALLIANCE  
487 Meadow Lark Dr.  
Sarasota, FL 34236-1901

11-11

Date 02-10-2001

Pay to the  
Order of

Michael J. Shelton

\$ 31,245 <sup>75</sup>/<sub>100</sub>

Thirty-one thousand, two hundred & forty five <sup>75</sup>/<sub>100</sub> dollars



**SUNTRUST**  
SunTrust Bank

as per J.S. letter of 11-11-02 Harold B. Schneider

24 04 403 4713

**Attorneys, CPAs and Associates**

**Please send any reply to:  
Sarasota Office**

**November 21, 2002**

**Ms. Jan Schneider  
487 Meadow Lark Drive  
Sarasota, Fl. 34236-1901**

**Re: My Client: Michael Shelton**

**Ms. Schneider:**

**Enclosed is my client's response to your letter of November 11, 2002. We hope that you find it helpful to you in understanding the issues you raised in your letter to Mr. Shelton and that you will promptly complete the reimbursement he requests, the principal balance of which is now \$8,032.09. I would appreciate hearing from you in this regard on next Monday, November 25 2002. If we cannot conclude this matter amicably by that date I intend to take all legal steps necessary to protect the interests of my client.**

**Thank you for your attention to this matter.**

**Sincerely,**

  
**Dennis J. Flows**

**DJP/**

**Encl.: Michael Shelton Letter to Jan Schneider**

**cc: Client**

November 19, 2002

Jan Schneider, Esq.  
487 Meadowlark Drive  
Sarasota, Florida 34236

Dear Ms. Schneider:

I am in receipt of your letter dated November 11, 2002 which was post marked on November 16, 2002 and received November 18, 2002. I find it interesting that you stated to both Al Leach and Allen McReynolds, separately, that it had been mailed on Tuesday, November 12, 2002.

I would like to take the opportunity to respond to and correct several misstatements contained within your letter:

1. At no time did I "loan" money to your campaign as that term is commonly used. As you will recall, Carroll Johnson entered the hospital early on Tuesday, October 29<sup>th</sup>. On the afternoon of Monday, October 28<sup>th</sup>, Carroll checked with SunTrust Bank in search of wire in the approximate amount of \$70,999.00. I had been assured on Friday, October 25<sup>th</sup> that the wire would be sent on October 28<sup>th</sup>. This information was confirmed again on October 28<sup>th</sup> when I was told the wire had been sent.

Due to Carroll's incapacity on October 29<sup>th</sup> as well as Wednesday, October 30<sup>th</sup>, he was unable to perform his normal duties as treasurer. On the afternoon of October 30<sup>th</sup>, I was informed that the mailings were available to be picked up from the printer and delivered to the mail house for processing. The first two cards were scheduled to go out that evening. Time was of the essence and the cards needed to be paid for (the vendor would not release them without payment) and delivered immediately. Any delay would create the possibility of delivery on or after election day. Having no reason to believe the wire had not been received as indicated by MoveOn.org and having no way of verifying the information (having tried and been denied this information by the bank because I was not a signer on the account and being unable to locate you or your father) and having no way of obtaining checks from Carroll, I advanced the funds with the full expectation that I would be immediately reimbursed. The same was also done for the postage and processing fee charged by Page Mailing Services.

It was not until Carroll returned to full duty on Thursday, October 31<sup>st</sup> that I learned the wire had been received by SunTrust Bank on October 28<sup>th</sup>; however, it was returned to the sender due to the fact MoveOn had transposed two digits in our account number. The wire was ultimately received on Monday, November 4<sup>th</sup> after much work on my part.

24-04-408-4715

You were informed by me of the delay in receiving the wire, for the first time, on Thursday, October 31<sup>st</sup>. Therefore, I must question the statement that you had made arrangements with SunTrust Bank for a personal loan to cover any cash flow problems. Furthermore, at no time did you ever inform me of this arrangement with the bank and I had no knowledge of this information until receipt of your November 11<sup>th</sup> letter.

As you can see, it was never my intention to "loan" funds to your campaign, only to write a check to cover an emergency with the full expectation of being reimbursed for an expenditure which I had full authority to approve.

I will also remind you that had Marilyn Harwell not been kind enough to write a personal check in the amount of \$10,650.00 on Wednesday, October 23<sup>rd</sup> to pay for radio advertising, your ads may not have run. Once again, this was necessary due to Carroll's absence. Did Marilyn also make an unauthorized loan to the campaign?

2. I would also like to take exception to your generalization that certain expenditures were not authorized. Since June 2002, I had been empowered with full approval authority over all spending on behalf of the campaign. This authority was granted by you without any limitations. Carroll Johnson, the treasurer, had no question as to my authority and as such issued checks accordingly. Now that you may disagree with one or more expenditures does not give you the right to state that they were "not authorized."

In fact, I will remind you of our last meeting to discuss my plans for the campaign. As you may recall it was held on Friday, October 18<sup>th</sup> at 12:00 noon in my breakfast room. Marilyn Harwell and Allen McReynolds were also present. As with so many of our meetings, it was very difficult to maintain your attention. You were much more preoccupied in playing with my dog. After approximately one-half hour of my talking, you stated "You do what you think is best. You know much more than I do about these things. I trust you completely." We adjourned at that time.

This has always been your attitude with regards to details of the campaign. You only wanted to be involved with the daily routine when something happened that you did not like and as usual, second guessing was your response.

3. Your statement that the charges "appear to be much more expensive than earlier versions of similar cards" is misleading in its suggestion. The most recent mailing involved a much larger card which was 5.5" by 8.5" as compared to the one which was mailed for the primary and was only 4" by 6". The fact that there were four times as many printed and mailed also significantly impacted upon the cost.

4. Your statement "With respect to the negative commercial mentioning Riscorp and Enron, which you not only ran without showing to me but also lied about when I vetoed any possibility of using it" is not only false but libelous. First, the sentence makes no sense as written but does certainly convey the message that I have somehow deceived you about this commercial. I have had no conversation with you since early afternoon on Friday, November 1<sup>st</sup> and certainly have had no communication with you of any kind regarding this commercial. In fact, by your own admission, you have stated that you did not learn of the commercial until the evening of November 1<sup>st</sup>. Therefore, to suggest that I have somehow lied to you is a malicious statement on your part considering we have never discussed the commercial.

You should also be aware that this commercial was written and produced in its entirety by Jason Macintosh and seen by just about everyone who frequented the office, to include, but not limited to, Lowell and Jackie Jones, Al Leach, Marilyn Harwell, Suzanne Atwell, Lynn Kalish and numerous others. All agreed that the commercial was good and should be used. I did not see the commercial until it was presented by Jason as a final product. Furthermore, Jason did not discuss the cost of production with me nor did I approve any expenses associated with the production.

5. The social security matter was written and produced by Jason. I never saw the final product prior to mailing; however, I was informed by Jason that he had discussed it with you. I have no further information on this issue.
6. I did not learn or see the Bradenton Herald advertisement until it appeared in the paper. I did reserve space with the sales department when they called me on Wednesday, October 30<sup>th</sup> and stated that they had a special offer that was being made to political candidates. However, upon my departure in the early afternoon of Friday, November 1<sup>st</sup>, I had made no arrangements to provide them with copy nor payment. I can only assume that Jason placed an ad with them and made arrangements for the payment. I have no further information on this issue.
7. I have no knowledge of a bill for \$17,500.00 or the "robocalls" other than having received one from both your father and Martin Sheen. I have also heard that others had received the calls. As to who made arrangements with the Oklahoma company, I would suggest that you may want to ask Jason who happens to live in Oklahoma. I will also state that at no time did you or anyone else ever inform me that you had any proposal from another company. At no time did I authorize any expenditures for "robocalls" even though such a strategy was in my plan discussed with you on October 18<sup>th</sup>. Since your father apparently participated in recording the call, maybe he has some information which may be helpful. I have no further information on this issue.

Finally, I urge you to examine the involvement of others, such as Jason and yourself, before you continue to blame me for everything which now disappoints you. While I am willing to accept responsibility for my actions, it is very unreasonable to continue to hold me accountable for things in which I had no control nor knowledge and occurred after my leaving the campaign.

This situation has obviously been a major disappointment to us all. I am very saddened by the fact that you have refused to discuss your concerns with me, but instead have chosen to spread misinformation. I have always had and will continue to have the best interest of the campaign as my goal; however, I will not continue to do so at my own personal risk.

I urge you to reconsider your handling of this situation and approach it in a professional manner which is productive for all concerned. I have always thought and continue to believe that you are a fair and wise woman. Please show me that my confidence is not misplaced and work with me to put this matter to rest. In that regard, I would suggest that we meet to resolve our differences.

Sincerely,

Michael J. Shelton

cc: Marilyn Harwell  
Carroll F. Johnson  
Dennis J. Plewa, Esq.

**EXHIBIT O**

24.03.408.4719



**Page Mailing Services, Inc.****743 Gantt Ave  
Sarasota, FL 34232-6703**

ack # 261

11/1/02

**Invoice**

DATE	INVOICE #
11/1/2002	4708

**BILL TO****Jan Schneider  
Jason McIntosh  
P.O. Box 57  
Sarasota Florida 34230**

QUANTITY	DESCRIPTION	JOB NO.	TERMS
		16331	Due on receipt
		RATE	AMOUNT
	The Final Mailing		
20,000	All computer and mail processing	0.07	1,400.00T
20,000	Postage Used	0.164	3,280.00
	Postage is an estimate actual could be higher.		
	Sales Tax	7.00%	98.00
		<b>Total</b>	<b>\$4,778.00</b>

Visit our Internet website at [www.pagedirect.com](http://www.pagedirect.com)  
Phone 941-377-2673 FAX 941-371-1844

OK MS

**EXHIBIT P**

24.04.408.4721

Check # 264

Target Graphics

Printing

\$1,209.10

OK  
MS

24-04-408-4722

**EXHIBIT Q**

24,04,403,4723

**Michael J. Shelton**

v

**MUR Nos. 5350 & 5354**

**Jan Schneider, Candidate  
Schneider for Congress**

**DECLARATION OF ARDIS E. BOCH**

Ardis E. Boch declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. I reside at 1005 North Gondola Drive, Venice, Florida 34293.
3. I was Volunteer Coordinator for the campaign of Jan Schneider, who was the Democratic candidate for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002. In this capacity, I was present at Schneider campaign headquarters, almost without exception, at least from 9:00 AM to 4:00 PM five days a week.
4. In my capacity as Volunteer Coordinator, I was aware of campaign procedures, and in particular those concerning the handling of campaign mail. Michael Shelton, the volunteer Finance Chair, had the key to the post office box and would personally pick up the mail. When checks were received, Mr. Shelton would make three or four photocopies of the checks and accompanying materials or would have someone else do so. Copies were distributed to the Treasurer, Carroll F. Johnson; to the candidate, Ms. Schneider, and to me (since I was responsible for writing thank you notes for all contributions).
5. Mr. Shelton told me that he was preparing the Federal Election Commission electronic filings for the Schneider for Congress Committee, and he asked if I could find a volunteer qualified and willing to take over this task. So far as I know, despite certain

recommendations I made, Mr. Shelton continued to prepare the FEC filings himself on his home computer until his abrupt departure from the campaign. At least, on repeated occasions, Mr. Shelton told me that he was not coming into the office because he was working at home on FEC reports.

6. In my capacity as Volunteer Coordinator, I was very familiar with the activities and positions of the candidate. To my knowledge, except for a few short trips to Washington, D.C., and one to Miami, Florida, Ms. Schneider was present at campaign headquarters for at least part of every day. During at least the last two weeks of the campaign, I specifically recall that she was in the office at least part of every day, usually before noon and again at the end of the work day (ours not hers, since Ms. Schneider usually had an evening event). I personally would hand Ms. Schneider a copy of the schedule for the next day on one of these occasions, usually just before I left headquarters in the late afternoon..

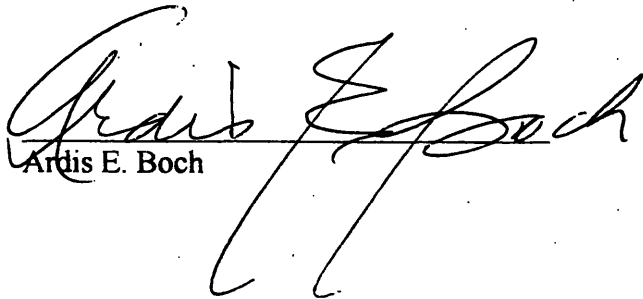
7. From my work on the Schneider campaign from its inception, I was very familiar with the views of the candidate on negative advertising. From the beginning of her campaign, Ms. Schneider repeatedly stated that she did not believe in anti-personal "attack" advertising and would not engage in such a despicable practice. Even after Katherine Harris started airing a false and misleading attack ad, Ms. Schneider continued to refuse to stoop to her opponent's level in this regard. Ms. Schneider repeatedly stated to voters, on the air and to all of her campaign staff that there were too many important issues before the country – an impending war, a failing economy, health care and social security crises, and others – to waste time on anti-personal attacks,. She never retreated from this commitment and advised the entire campaign staff of her position on numerous occasions.

8. When I saw an attack ad against Kaatherine Harris on television on the morning of Friday, November 1, I was astonished to think that Ms. Schneider had changed her mind about this kind of advertising. I had no idea that Ms. Schneider had never been shown the ad, particularly since it featured the endorsement "Approved by Jan Schneider."

9. In my capacity as Volunteer Coordinator, I kept lists of volunteers for the Schneider campaign. The name of James or Jim Merritt does not appear on any of my lists of volunteers (although he did, as I recall, make two small donations to the campaign). I only recall seeing him in the office for parties and other festive occasions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2003.

  
Ardis E. Boch

Michael J. Shelton

v

MUR Nos. 5350 & 5354

Jan Schneider, Candidate  
Schneider for Congress

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

2003 APR 17 A 10:46

**DECLARATION OF DARLEEN KUNKLE**

Darleen Kunkle declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. I reside at 8270 Ibis Street, Sarasota, FL 34241.
3. I was a volunteer for the Schneider for Congress campaign for the United States House of Representatives to represent the Florida 13<sup>th</sup> Congressional District in 2002 during both the primary and general election periods. In this capacity, I primarily served as the Scheduler for Ms. Schneider, arranging for her appearances at events and accompanying her to most events. I also spent a lot of time at campaign headquarters, organizing events and performing other tasks.
4. From the inception of the Schneider campaign, I was very familiar with the views of the candidate concerning negative advertising. Ms. Schneider repeatedly instructed everyone working on the campaign that she did not believe in "attack" advertising, and there were to be no such anti-personal attacks against opponent Katherine Harris. Even after opponent Katherine Harris started airing a scurrilous attack ad against her, Ms. Schneider refused to "stoop to Ms. Harris' level."
5. Ms. Schneider also repeatedly instructed everyone working on the campaign that no advertising materials or other substantive statements were to be communicated to the public without her express approval. No one was to sign her name to any policy statement or letter without her prior permission.



6. On the Friday before election day, November 1, 2002, Ms. Schneider was shown a proposed attack ad against Ms. Harris. Ms. Schneider became very angry and refused to consider running the ad.

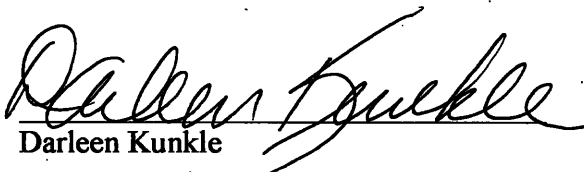
7. Later in the afternoon that same day, November 1, I accompanied Ms. Schneider to an event at New College. On the subject of campaign ethics, Ms. Schneider again stated to the college audience her views on attack ads. She explained that she had been shown a proposed ad that very day and refused to run it.

8. In the evening of the same day, I accompanied Ms. Schneider to a "Republicans for Schneider" event in The Oaks. At that event, Ms. Schneider once again stated her views on attack ads in general and the specific proposed ad she had been shown earlier that day. She repeated her commitment to running a clean campaign, eschewing such practices. In response, however, Ms. Schneider was then asked about an ad mentioning something like "Riscorp and Enron and things like that." The questioner and subsequently several other people at the event reported that they had seen the ad on one or more early morning shows that day.

9. Both Ms. Schneider and I were extremely upset to learn that Michael Shelton had substituted his ad for one approved by Ms. Schneider – contrary to the express directives of the candidate, and without even informing Ms. Schneider after she was shown and said not to run the proposed ad. On leaving the Republicans for Schneider event, I was so disturbed I even ran into a mail box, seriously damaging both my car and the mailbox. While a passenger in the car, in my hearing, Ms. Schneider made a call on her cell phone. She said to whoever answered the telephone that anyone who had anything to do with running the ad behind her back was fired and had better clear out of the headquarters before we returned.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 9, 2003.

  
Darleen Kunkle

Michael J. Shelton

MUR ## 5350 & 5354

Jan Schneider, Candidate  
Schneider for Congress

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

2003 APR 21 P 12: 24

**DECLARATION OF HAROLD B. SCHNEIDER**

Harold B. Schneider declares and states:

1. I am over the age of 18 and competent to make this declaration.

2. I am a citizen of the United States.

3. Jan Schneider, who was the Democratic candidate for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002, is my daughter. I am also the father of Seth Schneider and Lynn S. Kalish, and the grandfather of Katherine Schneider (age 19 next week), Samuel Schneider (age 16) and Dawn Kalish (11).

4. During both the primary and general election periods, I was Assistant Treasurer of Schneider for Congress (ID #374751). Carroll F. Johnson was the Treasurer until on or about December 5, 2002. Both Mr. Johnson and I had signatory authority over the Schneider for Congress account at SunTrust Bank, NA, and, to my knowledge, no one else did.

5. During the period between approximately February 1 and December 5, 2002, Mr. Johnson was away from the area approximately half a dozen times. On each such occasion, and when he was hospitalized, he left the Schneider for Congress check book and related campaign records with me. I wrote checks or arranged a wire transfer for the campaign as necessary, on several occasions, including on October 2002. At no time of which I am aware were both Mr. Johnson and I unavailable to the campaign for as long as a single day.

6. The allegation in the Affidavit by Michael Shelton (¶ 4) that donations from members of my family were actually funds provided by me is false. Not only is it baseless, but I

6244 "BOM" 40 "42  
24 04 408 4729

consider it defamatory. During the entire period of the campaign - and, indeed, for years before and in the months since - I did not give any of my children or grandchildren any more (or less) money than I have regularly given each one annually (as my wife also did before she passed away in 2000). There have never been any conditions or "strings" attached to such gifts. Nor did I transfer any funds to Joseph Kalish, Jane Trainor or Josh Trainor for campaign contributions, as falsely suggested by Mr. Shelton. Nor did I seek to pressure or otherwise induce any relative to contribute to Jan's campaign. I have not and would not make any campaign contribution for my daughter or any other candidate in the name of another.

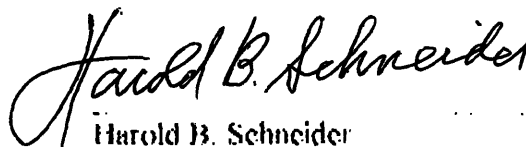
7. To my knowledge, my granddaughter Kate and my grandson Sam have sufficient personal funds and are of sufficient age and discretion to have voluntarily contributed to the primary and general campaigns of their Aunt Jan, with whom they are very close. My granddaughter Dawn is also mature for her age and has sufficient funds in her name, but she did not contribute to her aunt's campaign.

8. After the campaign, Michael Shelton threatened me that he would "destroy" my daughter Jan. Mr. Shelton has on several occasions made other threats of various sorts to me and, in my hearing, to my daughter.

9. I will be glad to assist the Federal Election Commission by providing any further information that may be necessary or desirable. The FEC has my address, and my phone number is 941-955-6595.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 8, 2003.

  
Harold B. Schneider

04.04.408.4730

**Michael J. Shelton**

**v**

**MUR Nos. 5350 & 5354**

**Jan Schneider, Candidate  
Schneider for Congress**

**DECLARATION OF JACQUELINE S. JONES**

Jacqueline ("Jackie") S. Jones declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. I reside at 5478 Beneva Woods Way, Sarasota, Florida 34233.
3. I was a core member of the Schneider for Congress campaign for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002 from its inception. Later, I was a member of a "Management Committee" formed by Michael Shelton as Finance Chair for that campaign. In these capacities, I met with the candidate at least several times a week from the beginning of the primary election campaign through the general election. After a headquarters was opened at 3151 North Tamiami Trail, Sarasota, Florida 34234 in or about June 2002, I was present at the headquarters for several hours almost every day. I also spent time traveling around with the candidate in the Congressional district and in Washington, D.C., attending numerous political meetings and coordinating with Democratic groups.
4. From my work throughout the Schneider campaign, I was very familiar with the views of the candidate on negative advertising. From the beginning of her campaign, Ms. Schneider repeatedly stated that she did not believe in anti-personal "attack" advertising and would not engage in such a despicable practice. Even after Katherine Harris started airing a false

and misleading attack ad, Ms. Schneider continued to refuse to stoop to her opponent's level in this regard. Ms. Schneider repeatedly stated to voters, on the air and to all of her campaign staff that there were too many important issues before the country – an impending war, a failing economy, health care and social security crises, and others – to waste time on anti-personal attacks. She never retreated from this commitment and advised the entire campaign staff of her position on numerous occasions.

5. On Friday, November 1, 2002, I arrived at campaign headquarters around 2:00 PM. Ms. Schneider met me at the door and wanted to talk outside. Ms. Schneider, who was visibly angry and upset, related that she had just been show a proposed "attack" ad against Katherine Harris, which mentioned Riscorp, ENRON, and other matters. Ms. Schneider stated that the ad had been prepared contrary to what we all knew were her specific instructions. She loudly expressed her anger that Mr. Shelton and others had wasted scarce campaign funds on such a disgusting and counterproductive effort. Ms. Schneider reaffirmed most emphatically that she would never permit the ad to be aired under any circumstances. She also stated that she was particularly angry that anyone would have the arrogance to prepare such a piece of "trash" and embellish it with the false endorsement that it had been "Approved by Jan Schneider."

6. After our conversation, Ms. Schneider left campaign headquarters for an appointment elsewhere. Upon entering the building, I was appalled to learn from another volunteer that the 30-second "attack" ad against Ms. Harris had already been substituted on television for one approved by Ms. Schneider. The volunteer in question said that she had seen the ad that morning on "Good Morning America."

7. Previously, my husband Lowell D. Jones and I had been shown a longer

videotape of about five minutes, which also contained some "attack" footage against Ms. Harris. In my presence, my husband asked Jason McIntosh whether Ms. Schneider had seen the video. We were told that she had not. We certainly thought that Ms. Schneider would be exceedingly unhappy and would strongly disapprove of the tape. It never occurred to us, however, that Mr. Shelton, Mr. McIntosh and/or anyone else would actually mail out the tape to voters or would air part of it on television without advising the candidate and obtaining her approval – particularly since she had said so many times that she would do no such thing.

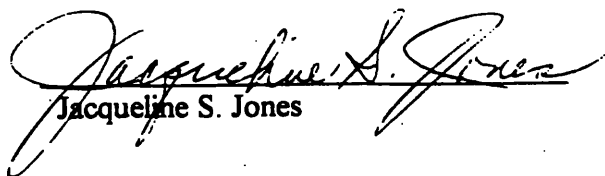
8. Obviously, I was likewise unaware – and appalled to learn after the election – that an advertisement that had never been shown to Ms. Schneider was substituted in the Bradenton Herald for one that the candidate had approved. This too, I know to be contrary to Ms. Schneider's unwaivering directives throughout her campaign.

9. Also, while a volunteer at campaign headquarters, I helped to send out several mailings for Schneider for Congress. I never saw any proposed mailer dealing with Social Security issues or featuring a "birds nest" illustration. I knew that Ms. Schneider had approved two or three general mailers, which I then helped to send out. Ms. Schneider had repeatedly, in my hearing, directed all her campaign staff that no mailing or correspondence was to go out setting forth any substantive position without her express approval. As a member of the Management Committee, I know that Mr. Shelton was aware of this directive, since it was discussed during our meetings; in any event, it was repeatedly discussed with all of the campaign

staff. Throughout the campaign, there was never any room for doubt on the part of anyone involved that the candidate wish to maintain control over her own policy positions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2003.

  
Jacqueline S. Jones

24 04 408 47 24

IN THE FEDERAL ELECTION COMMISSION

Michael J. Shelton )  
v. ) MUR ## 5350 & 5354  
Jan Schneider; )

Jan Schneider )  
v. ) MUR #5361  
Michael J. Shelton )

**DECLARATION OF KEITH A. FITZGERALD**

KEITH A. FITZGERALD, PH.D., 5211 Winchester Drive, Sarasota, Florida

34234, (941) 359-3952, declares and states:

1. I am over eighteen (18) years of age and competent to give this declaration.
2. I am an Associate Professor of Political Science at New College, 5700 North Tamiami Trail, Sarasota, Florida 34234, (941) 359-4700. I specialize in American politics with a focus on political institutions (such as Congress and the Presidency) and public policy.
3. During both the 2002 primary and general election campaigns, I provided political and strategic advice to the Schneider for Congress campaign in the Florida 13<sup>th</sup> Congressional District. I had prior experience working on political campaigns. I also provide analysis for local television news stations on political matters.
4. In the closing days of the general election campaign, and to the best that I can reconstruct it, on the 28<sup>th</sup> of October 2002, I called the Schneider Campaign office and asked to speak with the candidate or someone in authority. I wanted to relay a conversation I had earlier that day with a local television reporter in which I had learned that the local news media had the results of polling data on the Harris-Schneider race. Since I knew that the Schneider campaign did not have its own poll data, I wanted it to have the benefit of this information. Ms. Schneider was



unavailable, so I spoke with Marilyn Harwell. She subsequently asked me to visit the campaign office to review videotape that the campaign was considering using.

5. When I arrived, Ms. Harwell introduced to me to Jason A. McIntosh, who had recently joined the campaign. Mr. McIntosh told me that he had produced videotape that he and others were urging Ms. Schneider to use in her campaign. He asked me to review it and offer an opinion. I do not remember the exact length of the video, but it was far longer than a standard televised ad, perhaps fifteen minutes in length.
6. After I reviewed the video, Mr. McIntosh and I were rejoined by Ms. Harwell and Michael J. Shelton, Finance Chair of the Schneider campaign, also joined in. A colleague of Mr. McIntosh, known to me only as "Steve," was also present for parts of the meeting. I do not recall exactly what Steve may have heard and/or seen. I commented in the most general terms that I thought the ad was well-written, but I did not understand why they produced it or for what purpose they wished to use it.
7. At this point Mr. Shelton, invited all of us into a small back room in the campaign headquarters. Although Steve came and left a couple times during the subsequent conversation, it was clear to me that the purpose of us convening in the backroom was so that the conversation would not be overheard. In the course of this meeting, Messrs. Shelton and McIntosh told me that they either had already or intended to use the longer video, which consisted mainly of laudatory testimonials about Ms. Schneider's accomplishments and character, but which began with a harsh denunciation of the opponent. They told me that the shorter presentation would be a 30-second negative ad composed entirely of the criticisms and unflattering photographs of Ms. Harris extracted from the beginning of the longer version. I never saw such a production.

24-04-408-4730

8. Messrs. Shelton and McIntosh told me that they wanted to run the negative advertisement on local television stations. They also told me clearly that Ms. Schneider was unwilling even to consider 'going negative.' It was clear to me that both parties were exasperated with Ms. Schneider. Both Mr. Shelton and Mr. McIntosh stated that they were considering airing their attack ad contrary to the express directives of the candidate and without informing her. I do not recollect whether Ms. Harwell expressed a firm opinion on the matter.
9. Messrs. Shelton and McIntosh further told me that they were considering mailing out videotapes of the intact version of the videotape to numerous households in the Congressional district. They told me that Ms. Schneider was against any such proposal as ineffective and much too costly. Nonetheless, they discussed the costs and timing of how both tasks would be accomplished.
10. Messrs. Shelton and McIntosh asked my opinion on whether I believed that the campaign should run a negative ad taken from the longer videotape, and whether I believed that the longer tape should be mailed out. I told them that I could not support this since I had not reviewed the specific production, and because I believe that negative adds can be counterproductive, especially if they seem unfair. I thought the long piece had merits, but I questioned what the benefit/cost ratio of a mailed video presentation would be given the expense of mailing it out and the low likelihood that it would be widely viewed even among those who received it.
11. Messrs. Shelton and McIntosh pressed the issue of whether they should go ahead with 'something negative' against candidate Schneider's stated decision not to do so. I told them that I did not agree with them doing so. I told them that I would be happy to participate in a conversation with the candidate to discuss ways of effectively

countering her opponent's negative ads. As I left the conversation I was satisfied that I had made myself clear that I thought an ad culled from the material I had seen would be a mistake, that running an ad without the approval of the candidate would be wrong, and that I could aid the campaign in deliberating on a strategy with which the candidate would be comfortable. I also left believing that these anxious campaign workers were simply blowing off steam based on their frustration with the candidate who they found unwilling to pursue what they felt was an effective strategy and the uphill struggle they faced against a far better funded opponent.

12. I was surprised to learn later that the Schneider campaign had run negative ads, precisely because Messrs. Shelton and McIntosh had firmly stated that Ms Schneider would not approve of such.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: June 9, 2003.



Keith A. Fitzgerald

24.04.408.4738

Michael J. Shelton

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

V

MUR Nos. 5350 & 5354

2003 APR 22 A 10:11

Jan Schneider, Candidate  
Schneider for Congress

### DECLARATION OF STEVEN RUNFELDT

Steven Runfeldt declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. I reside at 34 Sandy Hook Road, Sarasota, Florida.
3. I was a volunteer for the Schneider for Congress campaign for the United States House of Representatives for the Florida 13<sup>th</sup> Congressional District in 2002 during the general election period. Although my activity was primarily in the area of fund raising, I also participated in other campaign activities and was made periodic visits to the campaign headquarters.
4. As a volunteer on the Schneider campaign I was very familiar with the views of the candidate concerning negative advertising. I was involved in soliciting celebrity support and in writing radio spots for the Schneider campaign, and as such had several conversations with Ms. Schneider, Michael Shelton, Misty Smeltzer and Jason McIntosh regarding the content of Ms. Schneider's campaign ads. Ms. Schneider repeatedly and unequivocally stated that she did not believe in anti-personal "attack" advertising, which she felt was destructive of democratic processes and insulting to the voters. Her position on negative advertising was a cornerstone of her campaign. Even after opponent Katherine Harris started airing a scurrilous attack ad against her, Ms. Schneider consistently and repeatedly stated her refusal to "stoop to Ms. Harris' level".
5. Ms. Schneider spoke out several times in public and televised forums with her opponent, Katherine Harris, stating that she refused to run negative campaign ads. The campaign was making a deliberate effort to attract Republican voters and this pledge was especially important to these supporters. I heard from a number of "Republicans for Schneider" that her pledge to refuse negative advertising was a key factor in their support for Jan Schneider for Congress.
6. Ms Schneider repeatedly instructed everyone working on the campaign that no advertising materials or other substantive statements were to be communicated to the public without her express approval. No one was to sign her name to any policy statement or letter without her permission.
7. A few weeks before the general election I attended a meeting with Misty Smeltzer at which Ms. Smeltzer lamented Ms. Schneider's position on negative advertising. I stated my position that it was possible to refute the negative Harris campaign ads with positive ads favoring Jan Schneider and without "going negative. I later discussed this with Ms. Schneider and she agreed that this would be a strategy that would not be perceived as negative. On this basis I solicited and received recorded 30 second voice-over spots from several celebrities, including Martin Sheen, Alec

Baldwin, Mike Farrell, Susan Sarandon, Elliot Gould and Shelly Berman, many of which directly addressed the points in the negative Harris ads, by quoting for example, local newspaper endorsements stating that "Jan Schneider's integrity is unquestioned."

8. I had these recordings delivered to Michael Shelton and discussed Ms. Schneider's position on stating the positive without going negative. He seemed reluctant and stated that the campaign did not have the funds to run any of the ads I had recorded. At the same time I was working with the Move-On Political Action Committee. Move-on has an email membership of several hundred thousand democratic and progressive voters. On the basis of the celebrity endorsements, Move-on agreed to sponsor the Jan Schneider for Congress campaign on their Website and in their email messages. The net result of this was donations of approximately \$100,000 in the last days of the campaign from several thousand independent Move-On subscribers.

9. Prior to my success with celebrity endorsements and fund raising, Mr. Shelton had treated me coldly. I had heard stories about his arguments with others in the office. I had been told that upon hearing of my endorsement and fund raising efforts, he had expressed his disbelief, saying, "I'll believe that when I see it." Shortly after the Move-On donations started coming in, on the Wednesday before Election Day, Mr. Shelton asked me to come into his office. He told me that through my work in recruiting endorsements and in raising funds, "You have done more than anyone else to support this campaign." I expressed my gratitude that the ads I had recorded would now be able to be aired and that the campaign needed to respond to the negative Harris ads. Mr. Shelton then told me that the celebrity ads would not be run, but that, "We have an ad we are going to air. Jan isn't going to like it, but we're going to run it anyway." I inquired if it was an "attack ad". Mr. Shelton said that it was and that Ms. Schneider would not approve but that "She'll get over it." I asked who "We" was. Mr. Shelton told me that it was the campaign staff, himself, Misty Smeltzer, and Jason McIntosh. I assumed that there would be a discussion with Ms. Schneider first. I did not want to believe that Mr. Shelton and the others would actually air the ad without Ms. Schneider's approval, especially since I had worked so closely with her in producing the kinds of positive ads that she favored. As I did not want to get into an argument with Mr. Shelton myself, I simply shook my head and departed.

10. The next day I called the campaign headquarters. Harold Schneider, Jan Schneider's father, answered the phone. He asked me if I knew about "that ad". I had never seen the ad and expressed my disbelief that they would have run the ad without Ms. Schneider's approval.

Of the approximately 30 celebrity spots that I recorded for the Schneider for Congress campaign, only four were used. Three were used on radio and one was used on a telephone "get-out-the-vote" effort. I never saw the remaining recordings again.

11. On the Sunday before the election I joined Ms. Schneider and several volunteers for dinner. Upon returning to the office, I was handed a fax that was addressed to "Steve". It was apparently intended for Mr. McIntosh's assistant. Without knowing the content of the fax, I passed it on to Ms. Schneider. The fax was a draft of a letter concerning Social Security - a statement that Mr. McIntosh wanted Ms. Schneider to sign and to publicly challenge Ms. Harris to also sign. Ms. Schneider expressed her exasperation at this tactic, which she said she had already discussed at length with Mr. McIntosh as "a gimmick" and an "overly cute tactic". She repeated this to Mr. McIntosh directly when he returned to the office approximately an hour later, saying repeatedly, "It's a gimmick. I don't want any gimmicks," and "It's a waste of time and money. I don't want to do it." After Ms. Schneider left, Mr. McIntosh admonished me telling me that I had no business showing Ms. Schneider the fax. He said that he expected that we would lose the election and that he wanted to

have a signed statement by Katherine Harris so that she would not be able to vote against Social Security when she was in Congress. He became very agitated and said that there were other people behind this besides Ms. Schneider and that protecting Social Security was more important than winning the Congressional race.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 13, 2003.

A handwritten signature in cursive script, appearing to read "Steven A. Runfeldt", written over a horizontal line.

Steven A. Runfeldt

44-38861-406-4741

Michael J. Shelton

v

MUR #5350

Jan Schneider, Candidate  
Schneider for Congress

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

2003 APR 28 A 11:04

**DECLARATION OF ELAHE MIR-DJALALI**

Elahé Mir-Djalali declares and states:

1. I am over the age of 18 and competent to make this declaration.
2. I am a citizen of the United States. The FEC already has an address, having sent me correspondence in connection with the above-referenced MUR.
3. Jan Schneider and I have been good friends for many years. Ms. Schneider has also, on several occasions, served as my lawyer.
4. Upon learning that Ms. Schneider was seeking election to the United States House of Representatives, I was anxious to help her and to support her campaign.
5. During the period of the primary election, I wrote a check for \$2,000 to Schneider for Congress, \$1,000 for the primary election and \$1,000 for the general election. I understood from the Schneider campaign brochure and from conversations with Ms. Schneider that I could make out a single check, so long as I indicated that the contribution was for two separate elections. Ms. Schneider also told me that, if she failed to win the primary, my contribution for the general election would be returned.
6. My contribution was entirely voluntary – indeed, enthusiastically given. It came entirely from my own personal funds.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 14, 2003.

  
Elahé Mir-Djalali